

## MEETING NOTICE AND AGENDA

Sand Springs City Council  
June 27, 2016 – 7:00 pm  
Sand Springs Municipal Building  
100 East Broadway – Room 203  
Sand Springs, Oklahoma 74063  
[www.sandspringsok.org](http://www.sandspringsok.org)

1. **Call to Order** Time\_\_\_\_\_

2. **Roll Call**

Ward 1-Nollan\_\_\_\_\_ Ward 2-Dixon\_\_\_\_\_ Ward 3-Burdge\_\_\_\_\_

Ward 4-Fothergill\_\_\_\_\_ Ward 5-Wilson \_\_\_\_\_ Ward 6-Jackson\_\_\_\_\_

At Large – Spoon\_\_\_\_\_

3. **Invocation**

Invocation will be provided by Councilman Nollan.

4. **Pledge of Allegiance**

Pledge of Allegiance will be provided by Councilman Wilson.

5. **Mayoral Proclamations**

A) Years of Service – Planning Commission

Mayor Burdge will read aloud and present a Mayoral Proclamation and plaque recognizing L. Merle Parsons for his 12 years of service to the Sand Springs Planning Commission and citizens of the City of Sand Springs. (Presented by: Mayor Burdge)

B) Summer of Reading

Mayor Burdge will read aloud and present a Mayoral Proclamation to a representative from myON supporting and proclaiming the summer of 2016 as “Summer of Reading” in the City of Sand Springs, Oklahoma. (Presented by: Mayor Burdge)

**6. Consent Agenda (A-J)**

All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Council member may, however, remove an item from the Consent Agenda by request.

- A) Approval of the Minutes of the May 23, 2016 regular City Council meeting. (Administration)
- B) Approval of the monthly Transfers of Funds. (Finance)
- C) Approval of a Supplemental Appropriation in the Sinking Fund for an increase to the Interest on Bonds line item in the amount of \$21,312.00 and a decrease to the Sinking Fund - Fund Balance in the amount of \$21,312.00. (Finance)
- D) Approval of the Year End Budget Amendment in the Capital Improvement Fund, Street Improvement Fund, and Capital Improvement Water and Wastewater Fund. (Finance)
- E) Approval of the Workers' Compensation Plan for employees provided through Oklahoma Municipal Assurance Group (OMAG) and authorization for the Mayor to sign said Plan. (Human Resources)
- F) Approval of the FY17 Plans with Oklahoma Municipal Assurance Group (OMAG) for Liability and Property coverage. (City Clerk)
- G) Approval of the purchase of a PB Loader – Model B 2-T, Trailer Mounted Patcher from J & R Equipment in the amount of \$30,036.50 for the Street Department. (Street Department/Public Works)
- H) Approval of a Right-Of-Way Encroachment Agreement and authorization for the Mayor to sign said Agreement as it relates to the First Christian Church (5<sup>th</sup> and Main Street) Drainage project. (Public Works)
- I) Approval of Resolution No. 16-44 related to a transfer of appropriations, award of contract, signature authorization, and payment authorization for the Roadway Striping project. (Public Works)
- J) Approval of the Service Agreement between the City of Sand Springs and Motorola Solutions for the Service Agreement period of July 1, 20-16 through June 30, 2017 for recurring services related to Motorola MCC 7500 Dispatch Consoles. (Police Department)

Motion \_\_\_\_\_ Second \_\_\_\_\_

7. **Public Safety Facility Design Contract – Dewberry Architects, Inc.**

Council may consider approval of a contract with Dewberry Architects, Inc. for design of the new Public Safety Facility. (Presented by: Michael S. Carter, Police Chief)

Motion\_\_\_\_\_ Second\_\_\_\_\_

8. **Ordinance No. 1287 – Park Property and Facilities Rules and Regulations**

Council may consider approval of Ordinance No. 1287, an ordinance amending Title 12, Streets, Sidewalks and Public Places, Chapter 24, City Park Property and Facilities, Section 12.24.070 Park Property and Facilities Rules and Regulations. (Presented by: Grant Gerondale, Parks Director)

Motion\_\_\_\_\_ Second\_\_\_\_\_

9. **River City Park Closure – Great Raft Race**

Council may consider approval of the River City Park Closure for the Great Raft Race as recommended by the Parks Advisory Board. (Presented by: Grant Gerondale, Parks Director)

Motion\_\_\_\_\_ Second\_\_\_\_\_

10. **Capital Improvement Plans for Parks**

A) Presentation

Representatives of staff and/or Studio 45 will provide a brief presentation regarding the Capital Improvement Plan for River City Park and Expressway Corridor Enhancement projects. (Presented by: Grant Gerondale, Parks Director)

B) Resolution No. 16-42

Council may consider approval of Resolution No. 16-42, a resolution approving Capital Improvement Plans for Parks, Making Necessary Appropriations; Awarding Final Acceptance on Park Projects, Authorizing Payments and Authorizing the Signature of all related documents. (Presented by: Grant Gerondale, Parks Director)

Motion\_\_\_\_\_ Second\_\_\_\_\_

11. USDA Rural Development

Councilman Nollan has requested to address the City Council in regards to USDA Rural Development.

This is an informational-item only, with no action requested or taken by Council.

12. Request to Appear – Alan Ringle

Mr. Ringle has requested to address the City Council in regards to the de-annexation (de-attachment) of two properties/subdivisions within the city limits. This request was sponsored by Councilman Nollan.

A) Presentation by Alan Ringle

Alan Ringle will provide a brief presentation regarding his requests for de-annexation.

B) Oak Ridge

Council may consider one of the following options:

1. Council may consider approval of Ordinance No. 1285 concerning the detachment of property situated in Section 35, Township 20 North, Range 11 East, Tulsa County, owned by Ringle Development, LLC, generally located at: East of North Martin Circle (Adjacent to the east boundary of Martin Hills) (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider approval of an Emergency Clause with Ordinance No. 1285. (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

3. If Ordinance No. 1285 is not approved, Council may consider approval of direction to staff in regard to the request for de-annexation. (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

C) The Ridge

Council may consider one of the following options:

1. Council may consider approval of Ordinance No. 1286 concerning the detachment of property situated in Section 34, Township 20 North, Range 11 East and Section 35, Township 20 North, Range 11 East, Tulsa County, owned by Ringle Development, LLC, generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge Golf Course. (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider approval of an Emergency Clause with Ordinance No. 1285. (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

3. If Ordinance No. 1286 is not approved, Council may consider approval of direction to staff in regard to the request for de-annexation. (Presented by: Brad Bates, City Planner)

Motion \_\_\_\_\_ Second \_\_\_\_\_

**13. Resolution No. 16-43 – OML Call for Nominations in District Six**

Council may consider approval of Resolution No. 16-43, a resolution of support for the appointment of Vice Mayor John Fothergill to the District Six (6) Seat on the Board of Directors of the Oklahoma Municipal League (OML), Declaring said appointment to be for the benefit of the City of Sand Springs, Oklahoma, and other municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for the Public Purpose. (Presented by: Vice Mayor Fothergill)

Motion \_\_\_\_\_ Second \_\_\_\_\_

**14. Appointments**

A) Council Appointment Committee

Mayor Burdge may consider the appointment of three (3) Council Representatives to serve on the Council Appointment Committee for a one year term to May 2017. Appointed by the Mayor, subject to Council approval. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

B) Council Finance and Development Committee

Mayor Burdge may consider the appointment of three (3) Council Representatives to serve on the Council Finance and Development Committee for a one year term to May 2017. Appointed by the Mayor, subject to Council approval. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

C) Council Legislative Committee

Mayor Burdge may consider the appointment of three (3) Council Representatives to serve on the Council Legislative Committee for a one year term to May 2017. Appointed by the Mayor, subject to Council approval. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

D) Council Public Works Advisory Committee

Mayor Burdge may consider the appointment of three (3) Council Representatives to serve on the Council Public Works Advisory Committee for a one year term to May 2017. Appointed by the Mayor, subject to Council approval. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

E) INCOG Board of Directors

1. Mayor Burdge may consider the appointment of a Council representative to serve as a member on the INCOG Board of Directors for a one year term to May 2017. The member is an elected official; the alternate does not have to be an elected official. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Mayor Burdge may consider the appointment of an alternate representative to serve as a member on the INCOG Board of Directors for a one year term to May 2017. The member is an elected official; the alternate does not have to be an elected official. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

F) INCOG General Assembly

1. Mayor Burdge may consider the appointment of a Council representative to serve on the INCOG General Assembly for a one year term to May 2017. The member is an elected official; the alternate does not have to be an elected official. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Mayor Burdge may consider the appointment of a Council representative to serve on the INCOG General Assembly for a one year term to May 2017. The member is an elected official; the alternate does not have to be an elected official. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

G) INCOG Legislative Consortium (C-Tag)

1. Council may consider the appointment of a representative to serve on the INCOG Legislative Consortium for a one year term to May 2017. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider the appointment of an alternate representative to serve on the INCOG Legislative Consortium for a one year term to May 2017. (Presented by Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

H) INCOG – Tulsa Metropolitan Area Transportation Policy Committee

1. Council may consider the appointment of a representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy committee for a one year term to May 2017. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider the appointment of an alternate representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one year term to May 2017. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

I) Sand Springs Board of Adjustment

1. Council may consider the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

J) Sand Springs Development Authority

Mayor Burdge may consider the appointment of a representative to serve a three (3) term to July 2019 on the Sand Springs Development Authority. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

K) Sand Springs Park Advisory Board

Councilman Wilson may consider the appointment of a Ward Five (5) representative to serve an unexpired term to May 2018 on the Sand Springs Park Advisory Board. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

L) Sand Springs Planning Commission

1. Council may consider the appointment of a Council representative to serve an unexpired term to May 2018 on the Sand Springs Planning Commission. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

2. Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

3. Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

M) Sand Springs Personnel Board

Council may consider the appointment of a representative to serve a five year term to May 2021 on the Sand Springs Personnel Board. (Presented by: Mayor Burdge)

Motion \_\_\_\_\_ Second \_\_\_\_\_

**15. Financial Reports**

The regular monthly Financial Reports for all funds are provided to Council for their review and information. (Presented by: Kelly Lamberson, Finance Director)

**16. Correspondence**

The following correspondence is provided to Council for their review and information.

- A) Regular monthly bills. (Finance)
- B) An email, dated June 17, 2016, inquiring the operating dates/hours for the Keystone Ancient Forest for 2017. (Administration)

**17. City Manager's and Council Members Report**

The City Manager and Council members will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the City. No action is to be taken. (Administration)

- A) List of Upcoming Events:
  - 1) Street Dept Chipper Days: 07/02, 08/06, 09/03, 10/10, 11/05, 12/03/16
  - 2) Sand Springs Sertoma Firework Display: 07/03/16
  - 3) Independence Day Holiday: City Offices Closed: 07/04/16
  - 4) CASetime Movie Night: 07/08, 08/12, 09/09, 10/14, 11/11, 12/09/16
  - 5) KAF Hike Days: 07/09, 08/13, 09/10/16
  - 6) Labor Day Holiday: City Offices Closed: 09/05/16
  - 7) Rotary Downhill Derby: 09/17/16
  - 8) Boo on Broadway: 10/29/16
  - 9) Veterans' Day Holiday: City Offices Closed 11/11/16

- 10) Thanksgiving Holiday: City Offices Closed: 11/24 and 11/25/16
- 11) Festival of Lights Christmas Parade: 12/02/16
- 12) Employee Recognition Luncheon: 12/07/16
- 13) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

**18. Recess City Council Meeting**

Mayor Burdge will consider a brief recess to consider the Municipal Authority Agenda.

**19. Reconvene Council Meeting**

Mayor Burdge will reconvene the City Council meeting following the Municipal Authority meeting. (Administration)

**20. Executive Session**

A) Council will consider retiring into Executive Session for the purpose of conferring on matters pertaining to economic development within the RiverWest development area and for the purpose of conferring on other economic development projects in which public disclosure of the matter discussed would interfere with the confidentiality of the business in accordance with O.S. Title 25, Section 307(C)(10); for the purpose of conferring on matters pertaining to appraisal or acquisition of property for economic development purposes, in accordance with O.S. Title 25, Section 307(B)(3); and for the purpose of discussion related possible claims against the Tulsa County Commissioners and/or Tulsa County Sheriff concerning jail operations in accordance with O.S. Title 25, Section 307(B)(4). (Administration)

Motion \_\_\_\_\_ Second \_\_\_\_\_

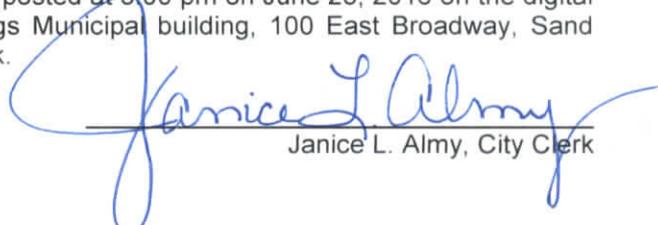
B) Mayor Burdge will reconvene the City council meeting following the Executive Session.

C) Council will consider and take any action deemed appropriate as a result of the Executive Session. (Administration)

Motion \_\_\_\_\_ Second \_\_\_\_\_

**21. Adjournment Time \_\_\_\_\_**

This agenda was filed in the office of the City Clerk and posted at 3:00 pm on June 23, 2016 on the digital display board located in the lobby of the Sand Springs Municipal building, 100 East Broadway, Sand Springs, Oklahoma 74063, by Janice L. Almy, City Clerk.



\_\_\_\_\_  
Janice L. Almy, City Clerk

**MAYORAL PROCLAMATION**

**Whereas,** L. Merle Parsons, Chairman of the Sand Springs Planning Commission, will resign effective June 30, 2016; and;

**Whereas,** L. Merle Parsons was appointed by the City Council to the Sand Springs Planning Commission on February 23, 2004; and

**Whereas,** L. Merle Parsons has served as a Commissioner in a dignified manner demonstrating and reflecting the high character and moral integrity needed to perform the duties of the position to insure that strict impartiality was maintained to preserve the health, safety, and welfare of the citizens of the City of Sand Springs; and

**Whereas,** L. Merle Parsons has served as the Chairman since October 6, 2009; with the Chairman of the Sand Springs Planning Commission responsible for presiding over all Planning Commission meetings and insuring that all requirements of the ordinances of the City of Sand Springs and the laws of the State of Oklahoma are met; and

**Whereas,** L. Merle Parsons has diligently fulfilled the duty of the Sand Springs Planning Commission Chairman and has conducted all meetings in an orderly and respectful manner, guaranteeing that the Citizens of Sand Springs have had an opportunity to be heard at all Planning Commission meetings.

**Now, therefore,** I, Mike Burdge, as Mayor of the City of Sand Springs, Oklahoma, and on behalf of the City Council of the City of Sand Springs, Oklahoma, do hereby recognize L. Merle Parsons for his 12 years of service to the Sand Springs Planning Commission and to the citizens of the City of Sand Springs.

**Dated** this 27th day of June, 2016.

**MAYORAL PROCLAMATION**

**Whereas**, the community, family and school, play critical role in their children's school success from birth through career and college readiness; and

**Whereas**, the educational success of Sand Springs's children is essential for the future of the city; and

**Whereas**, summer learning loss accounts for two-thirds of the 9th grade achievement gap in reading between students from low-income households and their higher income peers; and

**Whereas**, summer learning loss, year after year, accumulates and by the fifth grade, the cumulative years of sum learning loss can leave students almost three years behind their peers; and

**Whereas**, students who read four to six books a month during the summer months are significantly less likely to experience academic loss than students who don't read; and

**Whereas**, Access to books is crucial to a child's success; Sand Springs Public School in partnership with Muscogee Creek Nation provides students with access to myON, providing them with twenty-four hour access to more than 8,000 digitally enhanced books; and

**Whereas**, it is not only important to provide access to books during the summer to prevent summer reading loss, but provide books that are based on student's reading and interest level; and

**Whereas**, the City of Sand Springs works with key community partners, Muscogee Creek Nation Literacy Program, and myON to raise awareness of the importance of literacy, especially during the summer to help prevent summer reading loss; and

**Whereas**, summer reading programs are cost-effective vehicles for boosting school-year achievement. During these summer months we will dedicate ourselves to building a stronger community and foster a love for reading; and

**NOW, THEREFORE, BE IT RESOLVED**, I, Mike Burdge, as Mayor of the City of Sand Springs, Oklahoma, and on behalf of the City Council of the City of Sand Springs, Oklahoma, do hereby support and proclaim the Summer 2016 as "SUMMER OF READING IN THE CITY OF SAND SPRINGS". I support and invite all community members to Get in the Game to Read, help provide access to myOn and support to help create a stronger community of readers.

**MINUTES**

**Sand Springs City Council  
Regular Meeting  
May 23, 2016 – 7:00 p.m.  
Sand Springs Municipal Building  
100 East Broadway – Room #203  
Sand Springs, Oklahoma 74063**

**MEMBERS PRESENT:** Mayor Mike Burdge (2-0)  
Vice Mayor John Fothergill (2-0)  
Councilman Phil Nollan (2-0)  
Outgoing Councilman Dean Nichols (1-0)  
Councilman Patty Dixon (1-0)  
Councilman Beau Wilson (2-0)  
Councilman Brian Jackson (2-0)  
Councilman Jim Spoon (2-0)

**ALSO PRESENT:** City Manager Elizabeth Gray  
City Attorney David Weatherford  
Recording Secretary Amy Fairchild

**ABSENT:** None

The Sand Springs City Council met in regular session on May 23, 2016 in Room No. 203 of the Sand Springs Municipal Building pursuant to the agenda filed with the City Clerk's office and posted at 2:00 pm on May 19, 2016, on the digital display board located in the first floor lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063.

**1. Call to Order**

Mayor Burdge called the meeting to order at the noted time of 7:00 pm.

**2. Roll Call**

Mayor Burdge called for an individual roll call with members replying in the following manner:

Councilman Jackson, here; Councilman Nichols, here; Councilman Spoon, here; Vice Mayor Fothergill, here; Mayor Burdge, here; Councilman Wilson, here; Councilman Nollan, here.

**3. Invocation**

Following Roll Call, Councilman Wilson provided the invocation.

**4. Pledge of Allegiance**

Mayor Burdge led the Pledge of Allegiance.

**5. City Council Swearing In Ceremony**

Municipal Judge Askew administered the Oath of Office to incoming Council member Patty Dixon.

After taking the Oath of Office, Councilwoman Dixon was seated for a three-year term to May 2019.

**6. Consent Agenda (A-J)**

Mayor Burdge informed Council that all matters listed under the Consent Agenda to be considered by Council are to be routine and will be enacted by one motion.

Mayor Burdge noted that questions or clarification on any consent agenda items could be addressed prior to taking action. Mayor Burdge requested if Council had questions or needed clarification on any consent agenda item or whether any item needed to be considered separately.

There being none, Mayor Burdge requested a motion regarding Consent Agenda 6A through 6J.

A motion was made by Vice Mayor Fothergill and seconded by Councilman Spoon to approve the Consent Agenda Items No. 6A through 6J, as follows:

- A) The minutes of the April 25, 2016 regular City Council meeting.
- B) The minutes of the April 27, 2016 special City Council meeting.
- C) The minutes of the May 9, 2016 regular City Council meeting.
- D) The monthly Transfers of Funds.
- E) The Agreement with Crawford and Associates, P.C. for Fiscal Year 2016 for accounting and consulting services in the amount of \$50,000.00 (\$25,000 General Fund and \$25,000 Municipal Authority).

F) The Agreement with Arledge and Associates, P.C. for Fiscal Year 2016 for financial statement audit services and to include a single audit in the amount of \$31,895.00 (\$16,595 General Fund and \$15,300 Municipal Authority).

G) The Metropolitan Tulsa Transit Authority (MTTA) Contract for July 1, 2016 through June 30, 2017 for bus transit services to be provided in the Sand Springs area in a not to exceed amount of \$44,880.00.

H) Utility Easements, as granted by Justin and Misha Tolbert and James and Sandy Barnard, for the operation and maintenance of the sanitary sewer mains proposed to serve the residential development of the southwest corner of West 41<sup>st</sup> Street South and Maple Drive; and authorization for the Mayor to sign said easements.

I) Amendment No. 1 to the Engineering Agreement with Keithline Engineering Group, PLLC for design of the South 113<sup>th</sup> West Avenue Widening, Phase 2 (from the 3300 block to at least the 3500 block of South 113<sup>th</sup> West Avenue) project.

J) Change Order No. 4 to the Agreement with Walters-Morgan Construction, Inc. for an increase in the amount of \$30,601.58 and no change in the contract time, and authorization for the Mayor to execute said change order as it relates to the Waste Water Treatment Plant Improvements project – Bid No. 1012.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

## 7. Appointments

### A) Council Appointment Committee

Mayor Burdge informed Council that the appointment of three (3) Council representatives to serve on the Council Appointment Committee for a one-year term to May 2017 would be passed at this time.

### B) Council Finance and Development Committee

Mayor Burdge informed Council that the appointment of three (3) Council representatives to serve on the Council Finance and Development Committee for a one-year term to May 2017 would be passed at this time.

C) Council Legislative Committee

Mayor Burdge informed Council that the appointment of three (3) Council representatives to serve on the Council Legislative Committee for a one –year term to May 2017 would be passed at this time.

D) Council Public Works Advisory Committee

Mayor Burdge informed Council that the appointment of three (3) Council representatives to serve on the Council Public Works Advisory Committee for a one-year term to May 2017 would be passed at this time.

E) INCOG Board of Directors

- 1) Mayor Burdge informed Council that the appointment of a Council representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017 would be passed at this time.
- 2) Mayor Burdge informed Council that the appointment of an alternate representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017 would be passed at this time.

F) INCOG General Assembly

- 1) Mayor Burdge informed Council that the appointment of a Council representative to serve on the INCOG General Assembly for a one-year term to May 2017 would be passed at this time.
- 2) Mayor Burdge informed Council that the appointment of an alternate representative to serve on the INCOG General Assembly for a one-year term to May 2017 would be passed at this time.

G) INCOG Legislative Consortium (C-TagA)

- 1) Mayor Burdge informed Council that the appointment of a representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017 would be passed at this time.
- 2) Mayor Burdge informed Council that the appointment of an alternate representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017 would be passed at this time.

H) INCOG – Tulsa Metropolitan Area Transportation Policy Committee

- 1) Mayor Burdge informed Council that the appointment of a representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017 would be passed at this time.
- 2) Mayor Burdge informed Council that the appointment of an alternate representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017 would be passed at this time.

I) Sand Springs Board of Adjustment

- 1) Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment would be passed at this time.
- 2) Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment would be passed at this time.

J) Sand Springs Park Advisory Board

The Council shall select one (1) Council member to serve and the remaining six Council members shall make one Park Advisory Board appointment each from within the respective wards.

- 1) Mayor Burdge informed Council that Council may consider the appointment of a Council representative to serve a three-year term to May 2019 on the Sand Springs Park Advisory Board.

A motion was made by Mayor Mayor and seconded by Vice Mayor Fothergill that Councilman Nollan be appointed as the Council representative to serve a three-year term on May 2019 on the Sand Springs Park Advisory Board.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

- 2) Mayor Burdge informed Council that following the appointment of the Council representative, Councilwoman Dixon may consider the appointment of a representative from Ward Two to serve a three-year term to May 2019 on the Park Advisory Board.

A motion was made by Councilwoman Dixon and seconded by Councilman Jackson that Daniel Comer be appointed as a representative from Ward Two to serve a three-year term to May 2019 on the Park Advisory Board.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

K) Sand Springs Personnel Board

Mayor Burdge informed Council that the appointment of a representative to serve a five-year term to May 2021 on the Sand Springs Personnel Board would be passed at this time.

8. Citywide Mowing Services – Bid No. 1038

T. J. Davis, Project Administrator, requested Council's approval of the award of the Citywide Mowing Service – Bid No. 1038, based on the current price of \$2.059 for diesel, to Precision Lawn.

Following discussion, a motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson that the requested approval of the award of the Citywide Mowing Service – Bid No. 1038, based on the current price of \$2.059 for diesel, to Precision Lawn, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

9. Ordinance No. 1284 – Amending the Zoning Map

Brad Bates, City Planner, requested Council's approval of Ordinance No. 1284, an ordinance amending the zoning map of the City of Sand Springs, Oklahoma, rezoning from RS-2 (Residential Single-Family) to RD (Residential Duplex) unplatted property located in Section 22, Township 19 North, Range 11 East, Tulsa County, City of Sand Springs, Oklahoma, in Ward Boundary District 5, repealing all ordinances or parts of ordinances in conflict herewith; and declaring an effective date.

Following discussion, a motion was made by Councilman Nollan and seconded by Councilman Spoon that the requested approval of Ordinance No. 1284, an ordinance amending the zoning map of the City of Sand Springs, Oklahoma, rezoning from RS-2 (Residential Single-Family) to RD (Residential Duplex) unplatted property located in Section 22, Township 19 North, Range 11 East, Tulsa County, City of Sand Springs, Oklahoma, in Ward Boundary District 5, repealing all ordinances or parts of ordinances in conflict herewith; and declaring an effective date, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

**10. Emergency Management Performance Grant**

A) Grant

Greg Fisher, Emergency Management Director, requested Council's approval of an Emergency Management Performance Grant between the City of Sand Springs and the Oklahoma Office of Emergency Management for the grant period of October 1, 2015 through September 30, 2016.

A motion was made by Councilman Spoon and seconded by Councilman Wilson that the requested approval of an Emergency Management Performance Grant between the City of Sand Springs and the Oklahoma Office of Emergency Management for the grant period of October 1, 2015 through September 30, 2016, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

B) Supplemental Appropriation

Greg Fisher, Emergency Management Director, requested Council's approval of a Supplemental Appropriation for an increase to the Revenue-FY2016 FEMA Grant line item in the amount of \$20,000.00, and an increase to the Ending Fund Balance line item in the amount of \$20,000.00.

A motion was made by Councilman Spoon and seconded by Councilman Wilson that the requested approval of a Supplemental Appropriation for an increase to the Revenue-FY2016 FEMA Grant line item in the amount of \$20,000.00, and an increase to the Ending Fund Balance line item in the amount of \$20,000.00, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

11. **Resolution No. 16-40 – Affirming Dilapidation Public Nuisance Administrative Hearing Findings and Authorizing the Bringing of Any Action Necessary in District Court**

Andrew Templeton, Code Enforcement Officer, requested Council's approval of Resolution No. 16-40, a resolution affirming Dilapidation Public Nuisance Administrative Hearing Findings and authorizing the bringing of any action necessary in District Court.

It was noted the correction deadline date is July 7, 2016.

Following discussion, a motion was made by Councilman Jackson and seconded by Vice Mayor Fothergill that the requested approval of Resolution No. 16-40, a resolution affirming Dilapidation Public Nuisance Administrative Hearing Findings and authorizing the bringing of any action necessary in District Court, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

12. **Resolution No. 16-41 – Economic Development Goals and Objectives**

Elizabeth Gray, City Manager, requested Council's approval of Resolution No. 16-41, a resolution establishing economic development goals and objectives in the best interest of the residents of the City of Sand Springs.

A motion was made by Councilman Spoon and seconded by Vice Mayor Fothergill that the requested approval of Resolution No. 16-41, a resolution establishing economic development goals and objectives in the best interest of the residents of the City of Sand Springs, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

**13. Park Shelter Rental Fee Schedule**

Grant Gerondale, Parks Director, requested Council's approval of the Park Shelter Rental Fee schedule as recommended by the Park Advisory Board.

Following discussion, a motion was made by Councilman Wilson and seconded by Vice Mayor Fothergill that the requested approval of the Park Shelter Rental Fee schedule, as recommended by the Park Advisory Board, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

**14. Vision 2025 – Amendment to Capital Improvements Agreement**

Grant Gerondale, Parks Director, requested Council's approval of the Amendment to Vision 2025 - Capital Improvements Agreement and authorization for the Mayor to execute said amendment.

Following discussion, a motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson that the requested approval of the Amendment to Vision 2025 - Capital Improvements Agreement and authorization for the Mayor to execute said amendment, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

#### 15. Financial Reports

Finance Director Kelly Lamberson provided an overview of the monthly financial reports for all funds, noting a correction to Page1 of the report.

#### 16. Correspondence

The following correspondence was provided to Council for their review and information.

- A) Regular monthly bills.
- B) Thank You card from Mike Williams regarding a meeting with City Manager Elizabeth Gray.
- C) Thank You card from Lloyd Snow for Council's recognition and the many years of support for the Sand Springs Schools.
- D) A letter, dated May 13, 2016, from Merle Parsons resigning from the Sand Springs Planning Commission following his 10plus years of service.
- E) Disposition of Dilapidated Buildings 2012 to 2016.

#### 17. City Manager's and Council Members Report

- A) List of Upcoming Events:
  - 1) Memorial Day Holiday: City Offices Closed: 05/30/16
  - 2) Rotary Bass Fishing Tournament: 06/04/16
  - 3) Street Dept Chipper Days: 06/04, 07/02, 08/06, 09/03, 10/10, 11/05, 12/03/16
  - 4) Kids Fishing Derby: 06/11/16
  - 5) KAF Hike Days: 06/11, 07/09, 08/13, 09/10/16
  - 6) CASetime Movie Night: 06/10, 07/08, 08/12, 09/09, 10/14, 11/11, 12/09/16
  - 7) City-Wide Yard Sale: 06/18/16
  - 8) Classic Car Show: 06/18/16
  - 9) Ok FreeWheel: 06/19-25/19 (with 06/22/16 in Sand Springs)
  - 10) Sand Springs Sertoma Fireworks Display: 07/03/16
  - 11) Independence Day Holiday: City Offices Closed: 07/04/16
  - 12) Labor Day Holiday: City Offices Closed: 09/05/16
  - 13) Rotary Downhill Derby: 09/17/16
  - 14) Boo on Broadway: 10/29/16
  - 15) Veterans' Day Holiday: City Offices Closed 11/11/16
  - 16) Thanksgiving Holiday: City Offices Closed: 11/24-25/16
  - 17) Festival of Lights Christmas Parade: 12/02/16
  - 18) Employee Recognition Luncheon: 12/07/16
  - 19) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

B) City Manager Elizabeth Gray also reported on the following items:

- 1) Civitan Splash Pad opening was deemed a success.
- 2) Addressing graffiti issues.
- 3) Upcoming events – yard sale, car show, etc.
- 4) Derek Campbell's father has participated in OK FreeWheel since 1982.

Councilman Wilson expressed appreciation of the City's participation in Municipal Government Week open house.

Mayor Burdge stated representatives from the police department, CPHS cross country running team and he participated in the Annual Torch Run and was recognized as the largest participating municipality in the U.S. event.

Vice Mayor Fothergill stated he has received several great compliments regarding the splash pads.

Mayor Burdge noted that Brother Bill Weaver's funeral will be held on May 24, 2016 at First Assembly of God Church at 2:00 p.m.

**18. Adjournment**

There being no other discussion, the meeting adjourned at the noted time of 7:41 pm.

---

Janice L. Almy, City Clerk

**CITY OF SAND SPRINGS  
MONTHLY TRANSFERS  
June 2016**

	<b>ANNUAL BUDGET</b>		<b>MONTH</b>	<b>YEAR TO</b>
	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>TRANSFER</u></b>	<b><u>DATE</u></b>
<b>TRANSFERS PER BOND INDENTURE</b>				
FROM: General Fund	\$ 4,627,793		\$ 372,768	\$ 4,603,617
TO: Mun Auth Water Utility Fund		3,085,195	248,512	3,069,078
Street Impr Fund (sales tax)		1,542,598	124,256	1,534,539
<b>TRANSFERS PER COUNCIL ACTION</b>				
FROM: General Fund	\$ 1,430,616		\$ 21,527	\$ 790,723
TO: General Short Term Capital Fund(E911)		15,200	1,263	15,200
General Short Term Capital Fund		206,980	17,252	206,980
Capital Improvement Fund		36,100	3,012	36,100
Tax Increment District Fund		1,172,336	-	532,443
FROM: Sinking Fund (Interest)	\$ 1,500		\$ 129	\$ 3,554
TO: General Fund		1,500	129	3,554
FROM: G.O. Bond 2006 Fund	\$ 39,531		\$ 4,941	\$ 39,531
TO: Street Improvement Fund		39,531	4,941	39,531
FROM: Capital Impr W&WW Fund	\$ 800,000		\$ 66,663	\$ 800,000
TO: Mun Auth Water Util Fund		800,000	66,663	800,000
FROM: General Short Term Capital Fund	\$ 95,000		\$ -	\$ 95,000
TO: General Fund (E911)		95,000	-	95,000
FROM: Park & Recreation Fund	\$ 220,000		\$ 25,000	\$ 220,000
TO: G.O. Bond 2014 Fund		200,000	25,000	200,000
General Fund		20,000	-	20,000



**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: 06-27-2016**

**SUBJECT:**

**Supplemental Appropriation- Sinking Fund**

**BACKGROUND AND HISTORY:**

Due to the refinancing of the GO Bond Series 2006, there is an increase in the Interest payments made.

**BUGETARY IMPACT:**

This agenda item will increase the expense, and decrease the Fund Balance in the Sinking Fund

**STAFF RECOMMENDATION:**

Approval of a supplemental appropriation in the Sinking Fund for an increase to the Interest on Bonds line item in the amount of \$21,312, and a decrease to the Sinking Fund fund balance in the amount of \$21,312.

**COMPILED BY:** Arlena Barnes, Budget Officer

**APPROVED BY:** Kelly Lamberson, Finance Director

**ATTACHMENTS:** N/A



**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT**

**MEETING DATE: June 27, 2016**

**SUBJECT:**

**YEAR END PROJECT BUDGET ADJUSTMENTS**

**BACKGROUND AND HISTORY:**

The FY2017 budget relies on remaining budget balances from several projects that have closed out this fiscal year. The purpose of this budget amendment is to de-fund those projects and place those balances back into their respective fund balances. This is part of the year-end close out process that takes place at the end of each fiscal year.

**BUGETARY IMPACT:**

This budget amendment will increase fund balances, causing a positive budget impact in those respective funds. These excess funds will be used to support the upcoming FY2017 budget.

**STAFF RECOMMENDATION:**

Approval of the attached budget amendment in the Capital Improvement Fund, Street Improvement Fund, and Capital Improvement Water and Wastewater Fund.

**COMPILED BY:** Arlena Barnes  
Budget Officer

**APPROVED BY:** Kelly Lamberson  
Finance Director

**ATTACHMENTS:**

List of project budget adjustments

**City of Sand Springs  
List of Decrease in Project Appropriations  
FY16**

	<u>Revenue</u>	<u>Expenditure</u>	<u>Fund Balance</u>	<u>Proj #</u>	<u>FY15 Curr Balance</u>	<u>Acct Number</u>
<b>Capital Improvement Fund:</b>						
Increase: Fund Balance			102,000			
Decrease: Sidewalk Master Plan (Ph 2) TSET \$42K		(42,000)		421606	42,000	420-8110-465.40-21
WTP Roof Replacement		(60,000)		421601	60,000	420-9240-433.40-05
<b>Street Improvement Fund:</b>						
Increase: Fund Balance			2,371			
Decrease: Retaining Wall		(2,371)		441503	2,371	440-5220-431.40-10
<b>Capital Improvement Water &amp; Wastewater Fund:</b>						
Increase: Fund Balance			1,174,530			
Decrease: Water Distribution Flow Meters (10 units)		(50,000)		470802	102,229	470-9120-432.40-11
Hwy 97 12" Water Line		(50,000)		470809	106,798	470-9120-432.40-21
Water Distribution (\$150k for 16" Valve)		(90,000)		479100	141,649	470-9120-432.40-11
Water Tanks Insp & Rehab		(411,345)		479719	642,015	470-9120-432.40-11
SRWCS One-Way Tank		(50,000)		471403	20,000	470-9120-432.40-13
				471403	30,000	470-9120-432.40-21
209th Water Booster Pump Station		(43,185)		471405	16,199	470-9120-432.40-11
				471405	26,986	470-9120-432.40-21
WWTP Construction		(400,000)		471503	400,000	470-9240-433.40-05
WTP Backwash Improvements		(10,000)		471603	10,000	470-9140-432.40-11
Coyote Trail Standpipe		(70,000)		471606	130,396	470-9120-432.40-11

\*balance will be less than TJ's spreadsheet

\*balance will be less than TJ's spreadsheet



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

**WORKERS' COMPENSATION PLAN INSURANCE RENEWAL**

**STAFF RECOMMENDATION:**

Approval of the Workers' Compensation plan for employees provided through Oklahoma Municipal Assurance Group (OMAG) and authorization for the Mayor to sign.

**BACKGROUND AND HISTORY:**

City of Sand Springs/Sand Springs Municipal Authority has participated in the OMAG Workers' Compensation Plan since 1984. The working relationship and the interest credit option have been very good and unique with regards to OMAG helping keep cost low.

**BUDGETARY IMPACT:**

The premium for Fiscal Year 2017 is \$455,896.00, with interest credit of \$25,747.00, for a balance due of \$430,149.00.

Funds in the amount of \$430,149.00 are allocated in the FY2017 Budget.

**COMPILED BY:** Amy Fairchild, Human Resources Director

**PRESENTED BY:** Amy Fairchild, Human Resources Director

**ATTACHMENTS:**

Letter, invoice, renewal agreement and premium breakdown from OMAG



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

June 13, 2016

MS. AMY FAIRCHILD  
CITY OF SAND SPRINGS  
P.O. BOX 338  
SAND SPRINGS OK 74063-0338

**Re: 2016-2017 Workers' Compensation Plan Renewal**

Enclosed please find your 2016-2017 Workers' Compensation Plan renewal proposal and accompanying forms for your submittal.

Please review the Invoice for the 2016-2017 renewal noting the stated Fee, any Interest, and the Aggregate Deductible amount.

***The Workers' Compensation Plan Renewal is a two-step process:***

- Step 1) The "Renewal Participation Agreement" must be completed, signed and returned to OMAG by June 15, 2016 ; and***
- Step 2) Premium Payment may be sent with the Agreement or follow later to comply with budget requirements if necessary; however, premium is due no later than July 15<sup>th</sup> .***

**Additionally, please remember that your municipality has \$307,608.11 in escrow that can be used to reduce your premium.**

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes the workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800)234-9461. Please refer to the cover memo on the claims packet for further information.

Should you have any questions, please call us at (800)234-9461.

Sincerely,

Randy Stone  
Director of Underwriting

Enclosures: 1. Renewal Agreement  
2. Invoice  
3. Payroll Worksheet

**OKLAHOMA MUNICIPAL ASSURANCE GROUP  
AGGREGATE DEDUCTIBLE PLAN**

**2016-2017 Renewal Participation Agreement for CITY OF SAND SPRINGS**

The premium for participation in the *Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan* for the period July 1, 2016 through July 1, 2017 and the Aggregate Deductible for this same period as stated on the Invoice is accepted as an amendment to our original agreement with OMAG for continued participation in the Workers' Compensation Plan.

**A. INTEREST CREDIT----- \$ 25,747.00**  
*(If any, has been applied to reduce the 2016-2017 premium for renewal participation.)*

**B. ESCROW ----- \$ 307,608.11**  
***(Select and initial the appropriate box below and fill in the dollar amount to be applied to premium, if one appears.)***

1. We will use \$\_\_\_\_\_ of our **Escrow Credit** to reduce our 2016-2017 premium for renewal of participation **(NOTE: COPY OF MINUTES REQUIRED)**, OR
2. We will not use any of our **Escrow Credit** to reduce our 2016-2017 premium for renewal of participation.

Premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual and quarterly. Payment is due and payable on or before the installment date or within (30) days of the date of the installment invoice, whichever is later. However, interest shall be paid at the rate of ten percent (10%) on the amount of the unpaid balance after the final payment due date.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name and Title

**NOTE : THIS AGREEMENT MUST BE SIGNED AND RETURNED TO OMAG BY  
JUNE 15, TO RENEW JULY 1ST.**

(Mail this Agreement, with or without the payment, to OMAG by June 15 at address shown below.)  
*If payment is mailed after June 15, it must be received at OMAG by July 15th.*

**Oklahoma Municipal Assurance Group  
3650 S. Boulevard Edmond, OK 73013-5581**





# AGGREGATE DEDUCTIBLE PLAN INVOICE

Mail Payment to:

**Oklahoma Municipal Assurance Group  
3650 S. Boulevard  
Edmond, Ok 73013-5581**

TO: MS. AMY FAIRCHILD  
CITY OF SAND SPRINGS  
P.O. BOX 338  
SAND SPRINGS OK 74063-0338

June 13, 2016

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Premium for the Participation in the OMAG Workers' Compensation Plan for the period of July 1, 2016 to July 1, 2017	\$455,896.00
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Interest Credit to March 31, 2016	( \$25,747.00 )
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AMOUNT DUE	\$430,149.00
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**This Payment is due by July 15, 2016**

**Mail payment to address shown above.**

NOTE: Unless a due date is stated above, this invoice is due and payable on or before the first day of the agreement period.

The Oklahoma Municipal Assurance Group is an Interlocal Cooperation Act Agency of Cities and Towns Providing:  
Municipal Liability Protection Plan - Municipal Property Plan - Workers' Compensation Plan

## Oklahoma Municipal Assurance Group Workers' Compensation Classification Codes

MEMBER: CITY OF SAND SPRINGS

07/01/2016 To 07/01/2017 Payroll Period

Class Code	DESCRIPTION	Payroll	Employees	Volunteers
5190	Electrical Wiri	64,854	3	0
5191	Computer -Insta	86,133	2	0
5611	Street or Road	172,947	6	0
7382	Bus Drivers	15,069	1	0
7403A	Aviation: Airpo	61,664	3	0
7520	Waterworks Oper	574,950	18	0
7580	Sewage Disposal	668,312	20	0
7710	Firefighters &	1,821,337	35	0
7720	Police Officers	1,704,330	34	1
8391	Automobile Repa	134,436	4	0
8601	City Engineer	190,777	2	0
8810	Clerical Office	1,702,843	44	0
8820	Attorney - All	50,803	4	0
8831	Animal Control	57,720	2	0
9015	Building Operat	56,576	1	0
9102	Park NOC - All	308,259	12	0
9402	Street Cleaning	84,725	3	0

Oklahoma Municipal Assurance Group  
Workers' Compensation Classification Codes

MEMBER: CITY OF SAND SPRINGS

07/01/2016 To 07/01/2017 Payroll Period

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9403	Ash, Garbage or	320,899	11	0
9410	Municipal or To	681,616	16	0
<b>Grand Total</b>		<b>8,758,250</b>	<b>221.0</b>	<b>1.0</b>

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CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: June 27, 2017

**SUBJECT:**

**MUNICIPAL LIABILITY AND PROPERTY PLAN INSURANCE RENEWALS FOR FY2017**

**STAFF RECOMMENDATION:**

Approval of the Fiscal Year 2017 Plans with Oklahoma Municipal Assurance Group (OMAG) for Liability and Property coverage.

**BACKGROUND AND HISTORY:**

OMAG has provided Municipal Liability Plan and Property Plan insurance for the City of Sand Springs and Sand Springs Municipal Authority for several years. We continue to reap the benefits of these unique plans and employee training sessions.

OMAG also provides coverage for the Skiatook Raw Water Conveyance System, which is jointly paid for and owned by Sand Springs and Sapulpa Municipal Authorities.

OMAG continues to provide quality insurance and services, and works well with staff and our citizens in the event of a claim.

The Plans are for the period of July 1, 2016 through June 30, 2017.

**BUGETARY IMPACT:**

The annual premium for the FY17 Liability Plan is \$121,826.00. The Liability Plan includes general liability, vehicle, mobile equipment, as well as miscellaneous and/or vehicle equipment.

The annual premium for the FY17 Property Plan is \$56,022.00.

The Sand Springs Municipal Authority's annual premium for their portion of the FY17 Skiatook Raw Water Conveyance System (SRWCS) is \$4,305.00.

**COMPILED BY:** Janice L. Almy, City Clerk

**PRESENTED BY:** Janice L. Almy, City Clerk

**ATTACHMENTS:**

OMAG cover letter for Plan Renewals and Invoices and Declarations Pages for each of the three (3) plans.



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Liability Protection Plan

05/23/2016

**MS. JANICE ALMY  
CITY OF SAND SPRINGS  
P.O. BOX 338  
SAND SPRINGS OK 74063-0338**

**Re: CITY OF SAND SPRINGS  
GLA 1400503 00**

Attached is your OMAG Municipal Liability Protection Plan (MLPP) renewal and invoice.

Your total premium for this MLPP renewal is **\$121,826**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MLPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. Expenditures and loss experience over the last three years or autos and equipment added or deleted may have had an effect on your premium. Please contact us if you have questions about how your premium was calculated. Please note the report providing a departmental premium breakdown that was furnished in your renewal packet in the past will now only be made available upon your written request.

Since 1980, OMAG's liability coverage has been tailored to the Oklahoma Tort Claims Act as well as federal civil rights laws and is designed to match your unique exposures. We believe the advantages offered by the MLPP make its liability and auto coverages the most effective and affordable coverages available for Oklahoma municipalities. The OMAG MLPP is nearly 500 members strong.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MLPP. Questions regarding this letter or your renewal should be directed to me or to Dorie Spittler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

**Randy Stone, Underwriting Director**



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Liability Protection Plan Declarations Page

1. PLAN MEMBER **CITY OF SAND SPRINGS** AGREEMENT NUMBER  
 and Mailing Address **P.O. BOX 338** **GLA 1400503 00**  
**SAND SPRINGS OK 74063-0338**

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
 From **07/01/2016** to **07/01/2017**

3. The Plan Member is a(n) **MUNICIPALITY**

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

### COVERAGE

### PREMIUM

#### GENERAL LIABILITY (PARTS I, IV, AND V)

A. Bodily Injury	B. Property Damage	<b>\$81,119</b>
C. Personal Injury	D. Errors and Omissions	Coverages A,B,C,D,I,J
I. Pollution Damage	J. Defense Reimbursement	
[ ] Prior Acts Coverage		

#### AUTOMOBILE LIABILITY (PART II)

E. Bodily and Personal Injury	F. Property Damage	<b>\$21,488</b>
		Coverages E,F
[X] Hired and Non-owned Automobile Coverage		<b>\$159</b>
		Hired and Non-owned

#### AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

G. Automobile Physical Damage	<b>\$17,104</b>					
<table border="0"> <tr> <td>1. Comprehensive</td> <td rowspan="3" style="font-size: 2em; vertical-align: middle;">}</td> <td rowspan="3" style="vertical-align: middle;">Per fleet schedule</td> </tr> <tr> <td>2. Specified Perils</td> </tr> <tr> <td>3. Collision</td> </tr> </table>	1. Comprehensive	}	Per fleet schedule	2. Specified Perils	3. Collision	Coverages G
1. Comprehensive	}			Per fleet schedule		
2. Specified Perils						
3. Collision						
[ ] Hired Auto Physical Damage Limit:						
H. Equipment Physical Damage - Per equipment schedule	<b>\$1,956</b>					
[ ] Mobile Equipment Leased/Rented Limit: <b>\$0</b>	Coverages H					

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J  
**Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:**  
 \$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal  
 \$ 125,000 Each Other Loss Per Occurrence  
 \$ 1,000,000 Aggregate Per Occurrence  
**Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:**  
 \$ 1,000,000 Each Other Loss Per Occurrence  
**Annual Aggregate**  
 \$ 2,000,000 Coverages C,D  
 \$ 10,000 Coverage J

**\$121,826**  
 Total Premium  
 (This is not an invoice)

6. DEDUCTIBLES  
 Coverages A,B,E,F: No Deductible, except for sanitary sewer overflows and utility disruptions.  
 Coverages C,D: **\$1,000** Per Occurrence  
 Coverages G,H: Per Schedule or Endorsement  
 Coverage I: \$1,000 Per Pollution Incident  
 Coverage J: \$5,000 SIR

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

*Jonathan D. Woods*

Oklahoma Municipal Assurance Group Representative

**05/23/2016**  
 Date



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Liability Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

SAND SPRINGS MUNICIPAL AUTHORITY

SAND SPRINGS PARK FRIENDS, INC.



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan

06/06/2016

MS. JANICE ALMY  
CITY OF SAND SPRINGS  
P.O. BOX 338  
SAND SPRINGS OK 74063-0338

Re: CITY OF SAND SPRINGS  
PRO 1400477 00

Attached is your OMAG Municipal Property Protection Plan (MPPP) renewal and invoice.

Your total premium for this MPPP renewal is **\$56,022**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MPPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. The total insured value of your properties, ISO Fire Protection Class and deductible selected are reviewed annually and allow OMAG to provide a premium that reflects the advantage of your pool membership. The OMAG MPPP is nearly 400 members strong.

Since 2001, OMAG's property coverages have been specifically tailored to fit the needs of our members. The MPPP provides 100% replacement cost, a variety of deductibles from which to choose, as well as extra business expense and equipment breakdown coverages. Our members have the option to cover buildings and contents, including electronic data processing equipment and fine arts, such as paintings, statuary, bronzes, or other items of historic value or artistic merit. Please refer to your MPPP document for definitions regarding these coverage options. We believe the advantages offered by the MPPP make its property coverages the most effective and affordable coverages available for Oklahoma municipalities.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MPPP. Any questions regarding this letter or your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

Randy Stone, Underwriting Director



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan

05/24/2016

SKIATOOK RAW WATER CONVEYANCE  
P.O. BOX 338  
SAND SPRINGS OK 74063-0228

Re: SKIATOOK RAW WATER CONVEYANCE SYSTEM  
PRO 1400488 00

Attached is your OMAG Municipal Property Protection Plan (MPPP) renewal and invoice.

Your total premium for this MPPP renewal is **\$4,305**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MPPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. The total insured value of your properties, ISO Fire Protection Class and deductible selected are reviewed annually and allow OMAG to provide a premium that reflects the advantage of your pool membership. The OMAG MPPP is nearly 400 members strong.

Since 2001, OMAG's property coverages have been specifically tailored to fit the needs of our members. The MPPP provides 100% replacement cost, a variety of deductibles from which to choose, as well as extra business expense and equipment breakdown coverages. Our members have the option to cover buildings and contents, including electronic data processing equipment and fine arts, such as paintings, statuary, bronzes, or other items of historic value or artistic merit. Please refer to your MPPP document for definitions regarding these coverage options. We believe the advantages offered by the MPPP make its property coverages the most effective and affordable coverages available for Oklahoma municipalities.

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Sincerely,

Randy Stone, Underwriting Director



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan Declarations Page

1. PLAN MEMBER **SKIATOOK RAW WATER CONVEYANCE SYSTEM** AGREEMENT NUMBER  
and Mailing Address **P.O. BOX 338** **PRO 1400488 00**  
**SAND SPRINGS OK 74063-0228**
2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
From **07/01/2016** to **07/01/2017**
3. The Plan Member is a(n) **PUBLIC TRUST**
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

<u>COVERAGE</u>	<u>PREMIUM</u>
<b>COMMERCIAL PROPERTY COVERAGE</b>	
Buildings and Business Personal Property, per schedule	Limit: <b>\$7,848,242</b> <b>\$3,578</b>
Mobile Equipment, per schedule	Limit: <b>\$0</b> <b>\$0</b>
Leased/Rental Equipment	Limit: <b>\$0</b> <b>\$0</b>
Miscellaneous Equipment, per schedule	Limit: <b>\$0</b> <b>\$0</b>
Fine Arts, per schedule	Limit: <b>\$0</b> <b>\$0</b>
Builders' Risk	Limit: <b>\$0</b> <b>\$0</b>
<b>EXCESS COVERAGE</b>	
Business Income	<b>\$250,000</b> per occurrence <b>\$250,000</b> per location <b>\$625</b>
Accounts Receivable	<b>\$0</b> on premises <b>\$0</b> off premises <b>\$0</b>
Valuable Papers	<b>\$0</b> on premises <b>\$0</b> off premises <b>\$0</b>
Theft/Disappearance /Destruction	<b>\$0</b> inside <b>\$0</b> outside <b>\$0</b>
Earth Movement	<b>\$5,000,000</b> Excess Limit <b>\$102</b>
<b>EQUIPMENT BREAKDOWN COVERAGE</b>	
Excluding Electrical Power Generating Equipment, per schedule	<b>Included</b>
Including Electrical Power Generating Equipment, per schedule	<b>Excluded</b>
<b>TOTAL PREMIUM</b>	<b>\$4,305</b>

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Oklahoma Municipal Assurance Group Representative

05/24/2016  
Date



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

### SCHEDULE OF FORMS

#### A. Property

- Supplemental Coverage Declarations
- General Conditions
- Property Coverage Form
- Replacement Cost
- Extra Expense Coverage Form
- Business Income Coverage Form, Excluding Extra Expense
- Earth Movement
- Mobile Equipment, Automobile Equipment, and Miscellaneous Equipment
- Builders Risk
- Leasehold Interest
- Joint or Disputed Loss Agreement
- Crime General Conditions
- Theft, Disappearance and Destruction Coverage Form
- Exclusion-Certain Computer Related Losses Due to Dates or Times
- (Property Coverages) General Conditions
- Terrorism

#### B. Equipment Breakdown

- Equipment Breakdown Declarations
- Equipment Breakdown Insuring Agreement Form
- General Conditions
- Equipment Breakdown Coverage Form
- Exclusion of Certain Computer-Related Losses

### SCHEDULE OF FORMS APPLICABLE WHEN INDICATED WITH A CHECKMARK

Mortgagee, Loss Payee and/or Additional Interest Schedule



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan Equipment Breakdown

### Coverages

Equipment Breakdown Limit

Property Damage  
Business Income \*\*\*  
Contingent Business Income  
Extra Expense \*\*\*  
Service Interruption \*\*\*  
Perishable Goods \*\*\*  
Ordinance & Law  
Demolition and ICC  
Expediting Expenses  
Hazardous Substances  
CFC Refrigerants  
Newly Acquired Locations  
Data Restoration

### Limits

**\$7,848,242**, not to exceed  
\$25,000,000 per occurrence

Included  
\$200,000  
\$25,000  
Combined with Business Income  
Combined with Business Income  
\$100,000  
\$25,000  
\$250,000  
\$250,000  
\$250,000  
\$250,000  
\$500,000  
\$100,000

### Coverages

Combined

### Deductibles

**\$5,000**

### Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 Hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power.
- IC Engine Units over 15 years will be valued at Actual Cash value.

\*\*\* Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. \*\*\*



# Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

## Municipal Property Protection Plan

Plan Member: **SKIATOOK RAW WATER CONVEYANCE SYSTEM** Agreement No.: **PRO 1400488 00**

Endorsement Effective Date: **Effective Date: 07/01/2016**

**Expiration Date: 07/01/2017**

It is hereby agreed and understood the Plan Agreement is changed as follows:

### JOINT OWNERSHIP ENDORSEMENT

Plan Members and Agreement Nos:

<b>SAND SPRINGS</b>	-	, effective from <b>07/01/2016</b>	to <b>07/01/2017</b>	and
<b>SAPULPA</b>	-	, effective from <b>07/01/2016</b>	to <b>07/01/2017</b>	

This endorsement by the Oklahoma Municipal Assurance Group (OMAG) amends the referenced Plan Agreements as follows and acknowledges that the Plan Members are joint owners of the following:

**SKIATOOK RAW WATER CONVEYANCE SYSTEM AS DESCRIBED ON THE MOST RECENT PROPERTY SCHEDULE.**

It is further acknowledged that pursuant to the INTERLOCAL COOPERATION AGREEMENT BETWEEN THE MUNICIPAL TRUST AUTHORITIES FOR THE CITIES OF SAND SPRINGS, OKLAHOMA AND SAPULPA, OKLAHOMA (a copy of which is made a part hereof by reference), in the event of a loss regarding the scheduled property:

1. If the property was being jointly operated by the Plan Members at the time the loss occurred, the loss will be assigned equally to each Plan Member's claim history;
2. Payment for any loss will be made equally to each Plan Member: and
3. Each Plan Member will sign the related proof of loss.

This endorsement is effective only during such time as OMAG provides the property coverage for both Plan Members. In the event one of the Plan Members places its property coverage with another insurance provider, this Plan Agreement will immediately be null and void.

(Please attach this Plan Endorsement to your original Plan Document)

Oklahoma Municipal Assurance Group Representative

**Municipal Property Protection Plan  
Of the  
Oklahoma Municipal Assurance Group**

**Plan Member:** Skiatook RWCS

**Agreement No.:** PRO 1400488 00

**Endorsement Effective Date:** 07/01/16

**Effective Date:** 07/01/2016

**Expiration Date:** 07/01/2016

---

It is hereby agreed and understood the Plan Agreement is changed as follows:

"IN CONSIDERATION OF ADDED PREMIUM \$102.00, EARTH MOVEMENT (EM) EXCESS (XS) COVERAGE LIMIT OF \$5,000,000, AS AN ANNUAL AGGREGATE IS ENDORSED HEREIN.

THIS COVERAGE LIMIT IS XS OF COVERAGE PROVIDED IN THE MPPP SUPPLEMENTAL COVERAGE DECLARATIONS B. LIMITS OF COVERAGE 19. EARTH MOVEMENT, WHICH IS SUBJECT TO THE EM COVERAGE FORM.

THE MOST WE WILL PAY FOR A LOSS DUE TO AN EM OCCURRENCE WILL BE THE COMBINED LIMIT SET FORTH IN THE MPPP AND THIS EXCESS COVERAGE LIMIT, UP TO BUT NOT EXCEEDING THE TOTAL INSURED VALUE OF BUILDINGS AND CONTENTS AT THE TIME OF ENDORSEMENT, LESS THE DEDUCTIBLE." THIS XS COVERAGE WILL BE SUBJECT TO A \$100,000 DEDUCTIBLE.

(Please attach this Plan Endorsement to your original Plan Document.)

Issued: 05/31/16 2:54 PM

Authorized by: \_\_\_\_\_



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

**Street Department Trailer Mounted Patcher**

**STAFF RECOMMENDATION**

Approve the purchase of a PB Loader – Model B-2-T, Trailer Mounted Patcher for the Street Department.

**BACKGROUND AND HISTORY:**

Currently, asphalt is purchased from the plant and then taken to most repair sites on the back of an open flatbed work truck. The asphalt loses its temperature over time and becomes difficult to work with. Having a trailer mounted patcher that keeps the asphalt contained in a heated, insulated container will provide a much better material for road repairs and will allow our employees to keep the asphalt at the appropriate temperature range throughout the workday as they travel to repair sites.

**BUDGETARY IMPACT:**

This piece of equipment was included in the FY16 Capital Budget

**COMPILED BY:** Carl Whitten

**PRESENTED BY:** Derek Campbell

**ATTACHMENTS:**

- Budget Worksheet (Attachment 1)
- State Bid Info (Attachment 2)
- Price from J&R Equipment (Attachment 3)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 ACTUALS	ORIGINAL BUDGET	2015 REV BUDGET	2015 YTD ACTUAL	2016 BASE BUDGET	2016 DEPT BUDGET	2016 CITY MGR BUDGET
General STCF								
Street								
Street Maintenance								
Capital Outlay								
530-5220-431.40-02 Machinery & Equipment		24,481	0	52,676	49,596	0	0	0
530-5220-431.40-03 Autos & Trucks		0	75,000	72,720	69,635	0	157,900	157,900
LEVEL	TEXT		TEXT AMT					
16DH	REPLACEMENT FOR UNIT #203		63,500					
	INTERNATIONAL BOBTAIL DUMP TRUCK		8,400					
	SPREADER							
	REPLACEMENT FOR UNIT # 230		40,000					
	PB LOADER HOT BOX TRAILER							
	REPLACEMENT FOR UNIT #224		35,000					
	1 TON TRUCK		11,000					
	LIFT BED		157,900					
LEVEL	TEXT		TEXT AMT					
16CH	REPLACEMENT FOR UNIT #203		63,500					
	INTERNATIONAL BOBTAIL DUMP TRUCK		8,400					
	SPREADER							
	REPLACEMENT FOR UNIT # 230		40,000					
	PB LOADER HOT BOX TRAILER							
	REPLACEMENT FOR UNIT #224		35,000					
	1 TON TRUCK		11,000					
	LIFT BED		157,900					
*	Capital Outlay	24,481	75,000	125,396	119,231	0	157,900	157,900
**	Street Maintenance	24,481	75,000	125,396	119,231	0	157,900	157,900
***	Street	24,481	75,000	125,396	119,231	0	157,900	157,900
****	General STCF	24,481	75,000	125,396	119,231	0	157,900	157,900

ATTACHMENT 1

PAGE 1/1

ATTACHMENT 2

PAGE 1/3

Contact information

Website:

Company Name	J&R Equipment llc
Doing Business as (if applicable)	
Contact Person for Solicitation Response	Rodney Womack
Phone	405-495-5110
Email	rwomack@jrequip.net
Fax	405-495-5110
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are are different than the payment address)	8800 sw 8 <sup>th</sup> st Okc , okla. 73128
City, State, Zip	Okc , ok 73128
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	Rodney womack
Phone	405-495-5110
Fax	405-495-5112
Email	rwomack@jrequip.net
Secondary Contact for Contract/Ordering	Randy Holtz
Phone	918-640-7474
Fax	
Email	rholtz@jrequip.net
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	same
City, State, Zip	same
Contact Person/Department for payment	Julie Murcer
Phone	405-495-5110
Fax	405-495-5112
Email	
Counties You can provide products/warranty service/repair parts to	<u>  x  </u> All counties in Oklahoma OR just these counties: _____
(include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days)	Net <u>  0  </u> days
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)



ATTACHMENT 2

PAGE 3/3

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Road Maintenance equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Suppliers may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (I.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price increases and a note will be made to the website where your contract will be located.

The Supplier will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: WWW.TANDREQUIPMENT.COM

Log-in required? Yes No [X]

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Supplier. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the total price less discount offered.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: 1% After Market Parts: 1%

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: 1% "Hard Copy" Repair parts manual: 1%

Electronic (cd, dvd) Operator Manual: 1% "Hard Copy" Operator's manual: 1%

Electronic (cd, dvd) Service Manual: 1% "Hard Copy" Service Manual: 1%

Extended Warranty offered? [X] Yes / No If yes, please attach information for the extended warranty purchase. Discount offered 1%



## **J&R EQUIPMENT**

June 14, 2016

City of Sand Springs  
Attn. Carl Whitten

ATTACHMENT 3

PAGE 1/2

### **PB Loader - Model B-2-T**

#### **TRAILER MOUNTED PATCHER**

These specifications describe a trailer mounted hot patch unit which is to be used for patching with hot asphalt or heated cold mix.

##### **Container:**

The unit shall be 2 cubic yard - 3 ton capacity.  
Double wall construction.  
10 GA interior, 12 GA exterior.  
2" - 6 lb. density insulation throughout, including rear and top doors.  
Top loading doors shall be manually operated.  
Two rear shoveling doors shall be manually operated.  
A rigid shoveling apron shall be mounted at the rear, the width of the rear doors.  
Shoveling apron shall be heated.  
Container is to discharge by means of a sloping floor.  
Floor shall be 1/4 inch steel plate.  
The floor shall be on a 60° angle and slope rearward.

##### **Heating System:**

Shall be a single 60,000 BTU burner.  
Propane gas vapor fuel with high limit shut off.  
It shall be equipped with a 100°F -300°F thermostat.  
There shall be a 100% shut off valve, controlled by a flame sensing thermocouple. Heated air will circulate around load by means of ductwork and passageways.  
Unit shall include a 0° - 300°F thermometer.  
Unit to be equipped with 2 - 100 lb. (25 gal) LPG tanks.

##### **Trailer:**

Shall be 5" channel construction, single tire, leaf spring, and tandem axle.  
It shall have electric brakes all four wheels.  
Chassis will have a 12,000-lb. GVW rating, with formed fenders.  
3" towing eye.  
2000 lb. top wind folding front tongue jack.  
2 safety chains.  
ICC lighting.  
At the front and under Patcher body shall be a storage area for shovel, lutes, rakes and small hand tools.  
Unit to be painted standard black.



**J&R EQUIPMENT**

ATTACHMENT 3 PAGE 2/2

June 14, 2016

Pricing Based on Oklahoma State Contract #SW-195

List Price plus freight	\$31,350.00
Less 1% per/contract	<\$313.50>
Total	\$31,036.50
Less additional J & R Discount	<\$1000.00>
Total	\$30,036.50





# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT  
FIRST CHRISTIAN CHURCH (5<sup>TH</sup> & MAIN)  
COSS PROJECT NO. P-1611**

**STAFF RECOMMENDATION:**

- 1) Council will consider approving the Right-of-Way Encroachment Agreement and authorizing the Mayor to sign the agreement.

**BACKGROUND AND HISTORY:**

The First Christian Church located at 5<sup>th</sup> & Main contacted the City to help solve a drainage problem from storm water run-off on their property resulting in soil erosion on and possible failure of an existing private rock retaining wall. They would like to collect the storm water on their property and discharge onto City r/w utilizing two (2) new concrete flumes. (see attached drawing). The flumes will be constructed between the property line and edge of the sidewalk. The private storm water improvements will be collecting the same drainage area resulting in no additional storm water being directed onto City r/w.

This was reviewed at the June 21, 2016 Public Works Advisory meeting. The City attorney has reviewed the agreement.

**BUDGETARY IMPACT:**

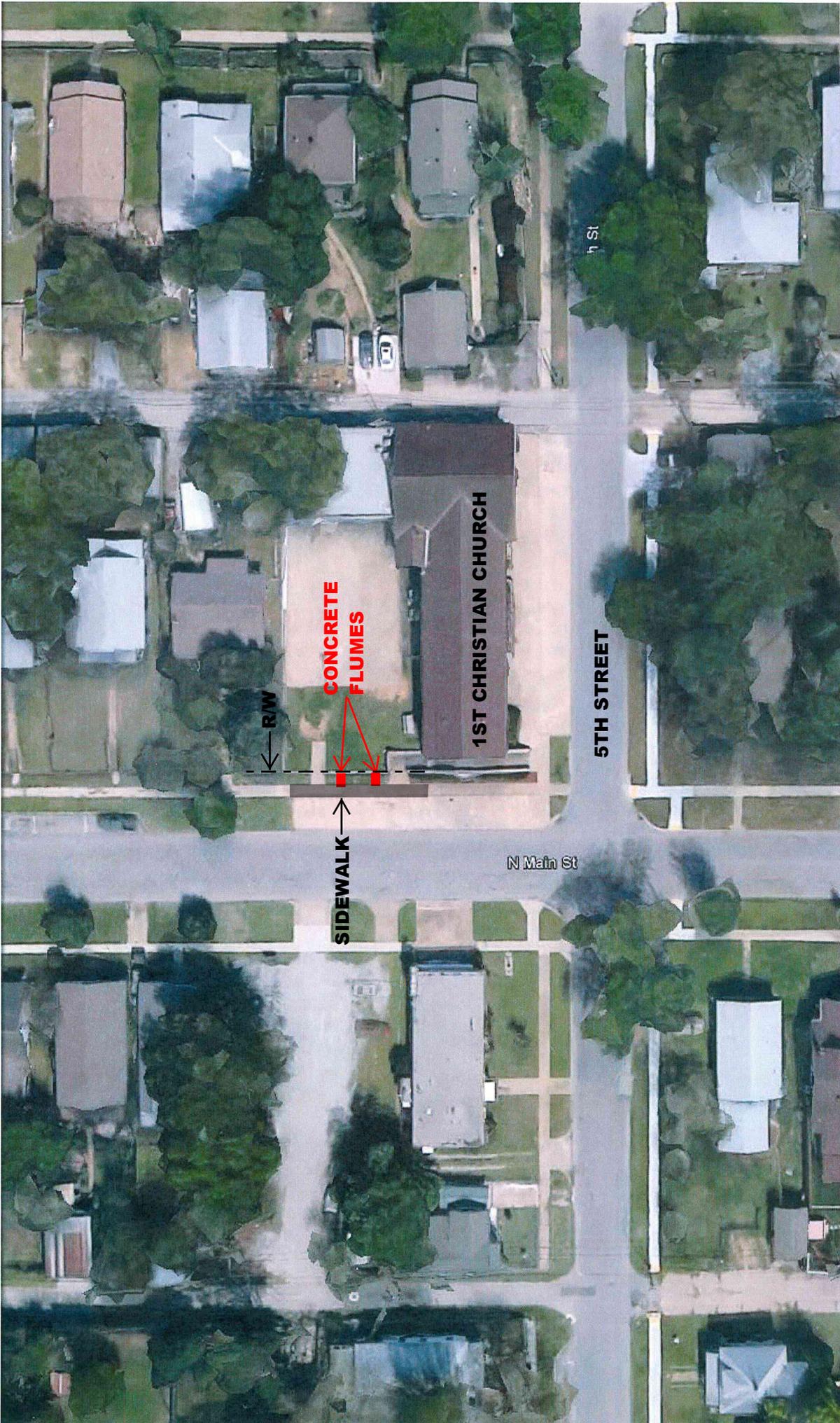
None

**COMPILED BY:** Jesse Vaverka

**PRESENTED BY:** Jesse Vaverka

**ATTACHMENTS:**

Location Map  
R/W Encroachment Agreement



← **SITE PLAN** → **N**

## Right-of-Way Encroachment Contract

THIS CONTRACT and AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Michael S. Coulter, Board Chairman, First Christian Church and Scott Ferguson, Pastor, First Christian Church here after referred to as Owner (whether one or more) with mailing address at 501 North Main Street, Sand Springs, Oklahoma and the City of Sand Springs, Oklahoma, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Owner is the owner of the following described property, to-wit:  
West 100 feet Lots 11 and 12, Block 13, Sand Springs – Original Town, an addition to the City of Sand Springs, Tulsa County, State of Oklahoma..

Has requested the City of Sand Springs, Oklahoma, to allow two (2) concrete drainage flumes to be constructed and encroach on City of Sand Springs Right-of Way.

WHEREAS, said City of Sand Springs has agreed to allow to remain in place such improvement subject to a hold harmless agreement to the City of Sand Springs for all activities associated with the encroachment.

NOW THEREFORE, in consideration of the matters and things herein set out, it is agreed that the Owner may keep in place, the improvements as described above which extend over or on the established right-of way.

Said Owner hereby expressly binds Owner, their respective successors, heirs, executors, administrators, legal representatives and assigns that the Owner will save and hold City, its representatives, and contractors harmless from any and all the laws, claims, damages, actions at law or in equity, demands or notice of demands, whatsoever their nature or kind; that the Owner or Tenant will provide attorneys for the defense of any claims, damages, actions of law or in equity, demands or notice of demands, whatsoever their nature or kind; by reason of the construction and/or existence of said improvement over or on the said easement.

WHEREAS, It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the Courts held to be illegal or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

Other Special Conditions: The owner shall be financially responsible for removal or relocation of the encroachments within said right-of way upon determination by the City of Sand Springs that said encroachment interferes with existing improvements located within the right-of-way.

This instrument contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

This agreement shall inure to the benefit of and be binding upon the heirs, executors,





# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

Consent  
Agenda item # \_\_\_\_\_

CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: June 27, 2016

**SUBJECT:**  
**ROADWAY STRIPING**

**STAFF RECOMMENDATION:**

Approval of Resolution No. 16-44 related to a transfer of appropriations, award of contract, signature authorization, and payment authorization.

**BACKGROUND AND HISTORY:**

Within the Street Improvement Fund, a project has been funded to improve the pavement markings along several segments of our major roadways. The work involves placing thermoplastic pavement markings to include lane striping, stop bars, directional symbols and wording.

Staff has received quotes from three contractors proposing to perform the work. The attached tabulation reflects the low quote as submitted by Direct Traffic Control in the amount of \$38,597.20. This item was reviewed by the Public Works Advisory Committee on June 21, 2016.

**BUGETARY IMPACT:**

Funds are available within the Street Improvement Fund.

**COMPILED BY:** T.J. Davis, Project Administrator

**PRESENTED BY:** Derek Campbell, Public Works Director

**ATTACHMENTS:** Resolution No. 16-44  
Bid Tabulation

CITY OF SAND SPRINGS  
SAND SPRINGS, OKLAHOMA

RESOLUTION NO. 16-44

**A RESOLUTION APPROVING NECESSARY APPROPRIATIONS, A  
CONTRACT FOR CONSTRUCTION, AUTHORIZING PAYMENTS AND  
AUTHORIZING THE SIGNATURE OF ALL RELATED DOCUMENTS**

WHEREAS, the City of Sand Springs has received quotes and is ready to proceed with the described project: Roadway Striping;

WHEREAS, in order to fund the contract, an adjustment in appropriations as outlined below is necessary;

WHEREAS, authorizing execution of a contract and payments pursuant to the contract is necessary to construct this project;

WHEREAS, approval of the documents associated with this project are in the best interest of the citizens of the City of Sand Springs;

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs as follows:

1. The following Transfer of Appropriations within the Street Improvement Fund is approved:

Increase: Expenditures – Roadway Striping	\$15,000
Decrease: Ending Fund Balance	\$15,000

2. The contract is awarded to Direct Traffic Control, Inc. in the amount of \$38,597.20 as the lowest and best bid pursuant to state law.
3. The Mayor is authorized to sign all documents associated with contract approval and the City Manager or City Manager designee is authorized to sign all documents necessary to issue a notice to proceed upon receipt of all necessary bonds.
4. All payments required pursuant to the agreement are authorized

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma, on the 27<sup>th</sup> day of June 2016.

CITY OF SAND SPRINGS, OKLAHOMA

\_\_\_\_\_  
Mike Burdge, Mayor

ATTEST:

\_\_\_\_\_  
Janice L. Almy, City Clerk

Approved as to Form:

\_\_\_\_\_  
David L. Weatherford, City Attorney

# CITY OF SAND SPRINGS

FY15 Street Improvement Fund - Roadway Striping

Quotes Received: June 16th 2016 @ 4pm

Description	Unit	Qty	Unit Price	Bid Amount	Action Safety	Advanced Workzone	Direct Traffic Control	Roadsafe Traffic Control			
Traffic Stripe (4" wide)	LF	51,340	\$ 0.50	\$ 25,670.00	\$ 0.65	\$ 33,371.00	N	\$ 0.58	\$ 29,777.20	\$ 0.59	\$ 30,290.60
Traffic Stripe (8" wide)	LF	300	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00	O	\$ 2.00	\$ 600.00	\$ 2.64	\$ 792.00
Traffic Stripe (24" wide)	LF	255	\$ 3.50	\$ 892.50	\$ 10.00	\$ 2,550.00		\$ 8.00	\$ 2,040.00	\$ 9.86	\$ 2,514.30
Symbols (RR Crossbuck)	EA	10	\$ 700.00	\$ 7,000.00	\$ 250.00	\$ 2,500.00	Q	\$ 350.00	\$ 3,500.00	\$ 464.65	\$ 4,646.50
Arrows	EA	24	\$ 100.00	\$ 2,400.00	\$ 50.00	\$ 1,200.00	U	\$ 85.00	\$ 2,040.00	\$ 64.22	\$ 1,541.28
Words (ONLY)	EA	2	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	O	\$ 120.00	\$ 240.00	\$ 97.89	\$ 195.78
Stripe Removal	LF	300	\$ 1.00	\$ 300.00	\$ 0.25	\$ 75.00	T	\$ 1.00	\$ 300.00	\$ 0.26	\$ 78.00
Arrow Removal	EA	2	\$ 20.00	\$ 40.00	\$ 5.00	\$ 10.00	E	\$ 50.00	\$ 100.00	\$ 79.28	\$ 158.56
Total Base Bid				\$ 36,902.50		\$ 40,306.00		\$ -	\$ 38,597.20		\$ 40,217.02

CITY OF SAND SPRINGS  
STREET IMPROVEMENT FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
LIFE TO DATE  
07/01/2015 through 3/31/16

	BUDGET CURR YEAR	ACTUAL CURR YEAR	ENCUMB OUTSTAND	REMAINING APPROPR
<b>Revenues:</b>				
Intergovernmental Revenues	\$ 1,750,000	\$ -		\$ 1,750,000
Interest Earned	25,000	31,455		(8,455)
Other Revenues	-	2,999		(2,999)
<b>Total Revenues</b>	<b>\$ 1,775,000</b>	<b>\$ 34,454</b>		<b>\$ 1,740,546</b>
<b>Operating Transfers In:</b>				
General Fund 1/2 penny tax	\$ 1,542,598	\$ 1,131,529		\$ 411,069
Capital Impr W&WW Fund	-	-		-
Stormwater Capital Imp Fund	-	-		-
CRD Bond 05 Fund	39,531	24,707		14,824
<b>Total Oper Transfers In</b>	<b>\$ 1,582,129</b>	<b>\$ 1,156,236</b>		<b>\$ 425,893</b>
<b>Expenditures:</b>				
Public Improvements	\$ 10,755,933	726,565	\$ 348,362	\$ 9,681,006
<b>Total Expenditures</b>	<b>\$ 10,755,933</b>	<b>\$ 726,565</b>	<b>\$ 348,362</b>	<b>\$ 9,681,006</b>
<b>Operating Transfers Out:</b>				
Capital Impr Fund	\$ -	\$ -		\$ -
<b>Total Oper Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (7,398,804)</b>	<b>\$ 464,125</b>		
Assigned to Encumbrances	\$ -	\$ -		\$ -
Restricted for Improvements	7,566,362	7,666,362		-
<b>Beginning Fund Balance</b>	<b>\$ 7,566,362</b>	<b>\$ 7,566,362</b>		
<b>Ending Fund Balance</b>	<b>\$ 167,558</b>	<b>\$ 8,030,487</b>		
Assigned to Encumbrances	\$ -	\$ 348,362		\$ -
Restricted for Improvements	167,558	7,682,125		-
<b>Total Ending Fund Balance</b>	<b>\$ 167,558</b>	<b>\$ 8,030,487</b>		



	BUDGET		ACTUAL		ENCUMB OUTSTAND	REMAINING APPROPR
	L-T-D	PRIOR YEARS	CURR YEAR	YEAR TO DATE		
<b>REVENUE SOURCES(USES):</b>						
Interest Earned	\$ 214,550	\$ 189,550	\$ 25,000	\$ 31,455	\$ 221,005	\$ (8,455)
Intergovernmental Revenue	2,715,455	465,455	1,750,000	-	465,455	1,750,000
Other Revenues	150,000	150,000	-	2,999	152,999	(2,999)
Contributions & Donations	6,600	6,600	-	-	6,600	-
Transfers In- Sales Tax	9,426,570	7,884,072	1,542,598	1,131,529	9,015,501	411,069
Transfers In Other Funds	1,099,189	150,000	39,531	24,707	174,707	14,824
Transfers Out Other Funds	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 13,113,064</b>	<b>\$ 8,845,677</b>	<b>\$ 3,357,129</b>	<b>\$ 1,190,690</b>	<b>\$ 10,036,367</b>	<b>\$ 2,166,439</b>

	BUDGET		ACTUAL		ENCUMB OUTSTAND	REMAINING APPROPR
	L-T-D	PRIOR YEARS	CURR YEAR	YEAR TO DATE		
<b>PROJECTS:</b>						
Hwy97T Pavement Reol	-	-	-	-	325,000	-
West 51st Street	325,000	325,000	-	-	325,000	-
Main Street Improvements	7,883,329	582,855	7,100,474	55,388	6,38,743	6,943,778
Highway 97 Lighting	122,600	122,600	-	-	122,600	-
Airport Access Road	450,000	-	450,000	-	-	450,000
Highway 97 Widening	411,758	90,668	321,090	277,600	368,268	43,490
Morrow Rd RR Crossing	21,226	21,226	-	-	21,226	-
Morrow Rd & Hwy 97 Intersection	18,130	18,130	-	-	18,130	-
Whispering Crk Dr Culvert	63,063	63,063	-	-	63,063	-
Street Overlays	371,481	371,481	-	-	371,481	-
113th W Ave Widening	752,325	262,029	490,297	-	262,029	180,000
41st Street Sidewalk	677,143	677,143	-	-	677,143	-
LHD Traffic Signal Convar	186,754	186,754	-	-	186,754	-
Roadway Striping (Thermo)	237,906	212,906	25,000	-	212,906	25,000
School Crosswalk Striping	10,813	10,813	10,000	-	10,813	10,000
2012 Street Overlays	387,831	387,831	-	-	387,831	-
Park Road Trail	198,680	-	198,680	19,523	19,523	179,157
Project Design Assistance	22,083	14,917	7,165	3,700	18,617	3,466
Charles Page Blvd Improvements	374,898	374,898	-	-	374,898	-
113th W Ave Widening Ph 2	417,743	42,845	374,898	-	64,853	310,000
113th W Ave Widening Ph 3	180,000	87,141	97,959	-	82,141	95,000
2014 Street Overlays	396,406	396,406	-	-	396,406	-
Traffic Signal Upgrades (41st & Hwy)	213,000	18,000	195,000	170,667	188,667	4,408
Wekiva Rd Blossom Day Car	116,700	116,700	-	-	116,700	-
River West Street Construction	2,749,789	2,359,320	390,469	167,858	2,527,178	74,286
Bridge Rehabilitation	150,000	-	150,000	12,100	12,100	127,150
Retaining Wall	20,000	-	20,000	17,829	17,829	2,171
2016 Street Overlays	765,000	-	765,000	-	-	765,000
Pavement Rehab	60,000	-	60,000	-	-	60,000
41st St Improvements	100,000	-	100,000	2,100	2,100	97,900
Cap Proj Indirect Cost Alloc	201,373	201,373	-	-	201,373	-
<b>TOTAL</b>	<b>\$ 17,695,032</b>	<b>\$ 6,939,099</b>	<b>\$ 10,755,933</b>	<b>\$ 726,565</b>	<b>\$ 7,665,664</b>	<b>\$ 9,681,006</b>



City of Sand Springs  
Street Improvement Fund

# Thermoplastic Striping

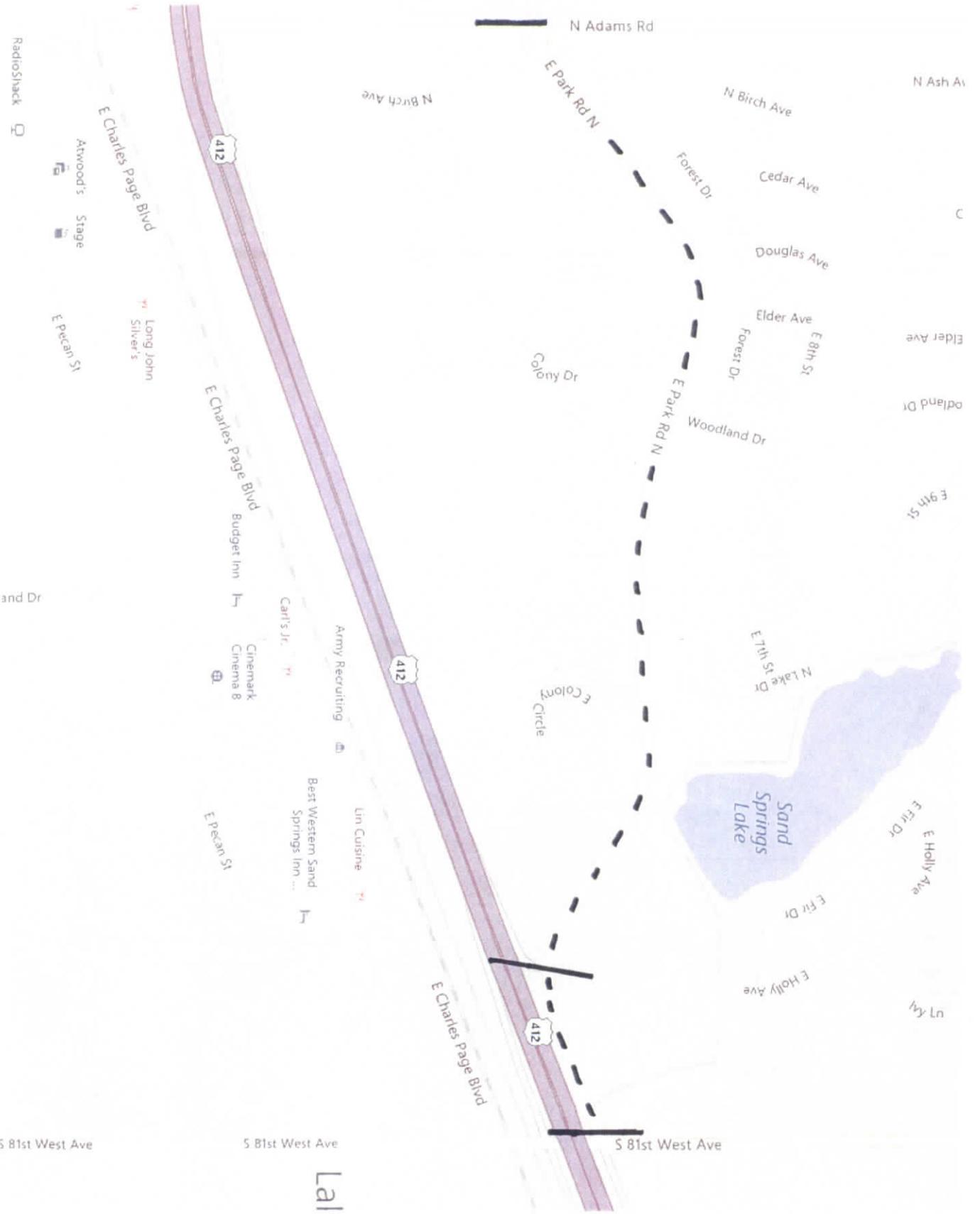
(estimate \$.75 for installation)

06/01/16

Roadway	Segment	Condition	Length	Lines	Estimate	Comment
Broadway	McKinley to 4th	good	2,000	2		
Park Road	4th to Adams	good	1,200	4		
Park Road	Adams to Hwy64 ramp	average	5,000	4	\$15,000	
Park Road	Hwy64 ramp to 81st	poor	1,100	2	\$1,650	
81st W. Avenue	Charles Page to 10th	good	2,600	4		
10th Street	Lake Drive to 81st	good	2,500	4		
12th Street	McKinley to Adams	good	2,500	4		
Adams Road	Charles Page to 10th	fair	4,600	3		
Chas Page Blvd.	Adams to 81st	good	6,000	5		
Morrow Road	Hwy97 to Broad	fair	1,500	3		
Morrow Road	Main to Adams	average	4,500	3	\$10,125	
Morrow Road	Hwy97 to Main	poor	1,800	3	\$4,050	
Wekiwa Road	Hwy97 to 129th	fair	6,900	4		
97T	4th Street to Hwy97	average	18,000	5	\$67,500	
Airport Road	Euchee to Shell Crk Road	fair	16,500	4		
4th Street	129th to Industrial	good	5,100	4		
41st Street	Hwy97 to 129th	average	6,000	4	\$18,000	
129th W. Ave.	41st Street to 56th Street	good	8,000	4		
51st Street	Hwy97 to 129th W. Ave	good	5,300	3		
112th W. Ave	41st Street to 51st Street	good	5,000	3		
2nd Street	Wilson to Main	fair	1,400	3		ODOT
2nd Street	Main to Adams	fair	3,200	3		
Wilson (Hwy97)	Morrow to 2nd	average	2,000	4	\$6,000	ODOT
Lincoln Avenue	1st to Broadway	fair	1,000	2		
	<b>Total</b>				\$105,675	

41st Street	Hwy97 to 65th	average	15,800	3		rumble strip
113th W. Avenue	Hwy51 to 41st	average	5,300	4		rebuild
Main Street	1st to Morrow	fair	1,400	3		rebuild

Ranking order: good, fair, average, poor





# Wilson & Morrow

Sand Springs, OK

(WILSON ST.) SH-97

INSTALL R3-Ba (modified)

NOTE: CONTRACTOR TO REMOVE ALL CONFLICTING STRIPS.

MORROW RD.

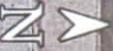
350'

100'

Google earth

REGISTERED PROFESSIONAL ENGINEER  
ESHELMAN  
10253  
DR. S. J. Morrow  
5/24/16

300 ft







**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT**

**MEETING DATE: June 27, 2016**

**SUBJECT:**

**Master Service Agreement between the City of Sand Springs and Motorola Solutions for recurring services related to Motorola MCC 7500 dispatch consoles.**

**BACKGROUND AND HISTORY:**

In April of 2015 the Police Department upgraded their communications system to include handheld portable radios, mobile radios and dispatch consoles. The dispatch consoles were sold with a 1 year warranty which began March of 2015 and first year expiration was April 2016. To bridge the warranty period of April through June funds were located in the FY16 budget to cover this cost. The Service Agreement before you will cover an entire year beginning July 1, 2016 and will renew on June 30, 2017. Other warranty information concerning the radio system upgrade was for portables and mobiles, these items were covered on an extended Service Agreement for a period of 36 months and will be up for renewal in FY18.

**BUGETARY IMPACT:**

Upcoming FY2017 budget was prepared for this expense and expense budgeted accordingly.

**STAFF RECOMMENDATION:**

Approval of the Service Agreement between the City of Sand Springs and Motorola Solutions for the Service Agreement period of July 1, 2016 through June 30, 2017.

**COMPILED BY:** Gregory Fisher

**PRESENTED BY:** Gregory Fisher

**ATTACHMENTS:**

Contract and Agreement Terms



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001024066  
 Contract Modifier: RN22

Date: 11/09/2015

Company Name:	Sand Springs Police Dept, City Of
Attn:	
Billing Address:	Po Box 338
City, State, Zip:	Sand Springs,OK,74063
Customer Contact:	Lt. Greg Fisher
Phone:	(918)246-2537

Required P.O.: No  
 Customer #: 1011293230  
 Bill to Tag #: 0002  
 Contract Start Date: 07/01/2016  
 Contract End Date: 06/30/2017  
 Anniversary Day: Jun 30th  
 Payment Cycle: MONTHLY  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0033A SVC828AE	SECURITY MONITORING DISPATCH SITE	\$104.25	\$1,251.00
1	SVC01SVC1101C SVC059AH	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ENH: DISPATCH SITE	\$477.29	\$5,727.48
2	SVC062AD	ASTRO25 OPERATOR POSITIONS		
1	SVC01SVC1102C SVC922AG	ASTRO DISPATCH SERVICE ENH: DISPATCH SITE	\$26.79	\$321.48
1	SVC01SVC1104C SVC180AH	ASTRO TECHNICAL SUPPORT ENH: DISPATCH SITE	\$127.07	\$1,524.84
2	SVC278AH	OPS POSITION		
2	SVC01SVC1405C SVC128AD	NETWORK PREVENTATIVE MAINTENANCE A ASTRO25 OPERATOR POSITIONS	\$73.58	\$882.96
1	SVC149AH	ENH: DISPATCH SITE		
2	SVC01SVC1413C SVC589AG	ONSITE INFRASTRUCTURE RESPONSE-PREMIER ASTRO25 M1 OPERATOR POSITION	\$814.64	\$9,775.68
1	SVC973AG	ENH: DISPATCH SITE		
1	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC NETWORK(S)	\$100.00	\$1,200.00
1	SVC04SVC0016C SVC335AH	SECURITY UPDATE SERVICE WINDOWS CLIENT	\$89.26	\$1,071.12
1	SVC336AH	DISPATCH SITE		
1	SVC04SVC0169A SVC050AG	SYSTEM UPGRADE AGREEMENT II ZONE FEATURE - TELEPHONE INTERCONN	\$650.01	\$7,800.12
2	SVC056AG	MOSCAD NFM CLIENTS		

SPECIAL INSTRUCTIONS - ATTACH  
 STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$2,462.89	\$29,554.68
Subtotal - One-Time Event Services	\$ .00	\$ .00
Total	\$2,462.89	\$29,554.68



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or facsimile copy or computer image, such as a PDF or tiff image, of a signature, will be treated as and will have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement will be treated as and will have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



**CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT  
MEETING DATE: 06/27/2016**

**SUBJECT:**

**CONSIDERATION AND POSSIBLE APPROVAL OF A CONTRACT WITH DEWBERRY ARCHITECTS INC. FOR DESIGN OF THE NEW PUBLIC SAFETY FACILITY.**

**BACKGROUND AND HISTORY:**

In September of 2015, the citizens of Sand Springs passed a dedicated sales tax for public safety. The major project intended to be paid for by this tax is the planning and construction of new police, fire, courts, 911 communications and emergency operations center facilities. The first step in this process will be the design phase for this building. Dewberry and Associates has previously been chosen by the public safety sales tax advisory committee.

**BUGETARY IMPACT:** See Page 20 of Contract

**STAFF RECOMMENDATION:** Approval

**COMPILED BY:** Michael S. Carter – Chief of Police

**APPROVED BY:** Elizabeth A. Gray, City Manager

**ATTACHMENTS:** AIA Contract – City of Sand Springs and Dewberry Architects Inc.



**AIA**<sup>®</sup>

# Document B133™ – 2014

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the 23 day of May in the year 2016  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Sand Springs  
100 East Broadway  
P.O. Box 338  
Sand Springs, OK 74063-0338

and the Architect:  
*(Name, legal status, address and other information)*

Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216

for the following Project:  
*(Name, location and detailed description)*

Sand Springs Public Safety Complex  
The site is on Wekiwa Road west of 129th W. Avenue  
Public safety complex, 34,893 SF, containing police, fire and courts, similar to program developed by Dewberry Architects Inc. with a project budget of \$12,089,971.

The Construction Manager (if known):  
*(Name, legal status, address and other information)*

To Be Determined

**The Owner and Architect agree as follows.**

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

Dewberry's Public Safety Complex Concept and Needs Assessment, Exhibit "C", dated September 29, 2014 will be the basis of this project with updates per Exhibits G and H..

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Approximately 34,983 s.f., 2-story facility to be located on parcel at Wekiwa Road (11<sup>th</sup> Street), Sand Springs, Oklahoma.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensations:

\$12,089,971

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is established as \$10,605,238 for building and site construction plus FFE budget of \$583,228. A working budget for cost of the totals \$11,188,526.

Init.

§ 1.1.4 The Owner's anticipated design and construction schedule from the execution of contract and accepted notice-to-proceed, excluding holidays:

.1 Design phase milestone dates, if any:

Reference Exhibit "D" for proposed project schedule.

.2 Commencement of construction:

See Exhibit "D".

.3 Substantial Completion date or milestone dates:

See Exhibit "D".

.4 Other:

All schedules are subject to modification by Owner.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not included as part of this contract.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:  
(List name, address and other information.)

Mr. Mike Carter  
Chief of Policer  
City of Sand Springs  
P.O. Box 338100 E. Broadway  
Sand Springs, OK 74063

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Mr. Mike Wood  
Fire Chief  
City of Sand Springs  
P.O. Box 338100 E. Broadway  
Sand Springs, OK 74063

§ 1.1.10 The Owner will retain the following consultants:

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**User Notes:**

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/

(929772116)

(List name, legal status, address and other information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)

To be determined.

- .2 Cost Consultant (if in addition to the Construction Manager):  
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

Tulsa Land Surveying LLC (by Owner)  
1903 S. Boston Ave.  
Tulsa, OK 74119  
918.794.6777

- .4

(Paragraphs deleted)

Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

D. Bruce Henley, AIA, LEED®AP, Principal  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216  
E-mail: bhenley@dewberry.com

James C. Healy, AIA, Senior Project Manager  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216  
E-mail: jhealy@dewberry.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
Andrew Stuart, P.E. Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216  
918.587.7283

Init.

- .2 Mechanical Engineer:  
Brandon Pinkerton, P.E.  
HP Engineering, Inc.  
1836 South Baltimore Avenue, Suite B  
Tulsa, OK 74119  
539.664.4618
- .3 Electrical Engineer:  
Brandon Pinkerton, P.E.  
HP Engineering, Inc.  
1836 South Baltimore Avenue, Suite B  
Tulsa, OK 74119  
539.664.4618

§ 1.1.12.2 Consultants retained under Additional Services:

- .1 **Civil Engineer:**  
Dewberry Engineers Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .2 **FFE:**  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .3 **Signage:**  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .4 **A/V / Telecommunication:**  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .5 **Security:**  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .6 **Electronics:**  
Dewberry Architects Inc.  
1350 S. Boulder Ave., Ste. 600  
Tulsa, OK 74119-3216
- .7 **Geotechnical Engineer:**  
Kleinfelder Inc.  
10835 East Independence, Ste. 102  
Tulsa, OK 74116

§ 1.1.13 Other Initial Information on which the Agreement is based:

Exhibit "A" - Scope of Services 03/07/16  
Exhibit "B" - Standard Hourly Billing Rate Schedule;  
Exhibit "C" - Needs Study 09/29/14  
Exhibit "D" - Project Schedule.  
Exhibit "E" - Fee Distribution  
Exhibit "F" - Travel Expenses  
Exhibit "G" - Needs Study Update 02/24/16 - Adjacency Plans  
Exhibit "H" - Needs Study Update 02/24/16 - Cost Model

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per claim and one million dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one hundred thousand dollars (\$ 100,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per claim and one million dollars (\$ 1,000,000.00 ) in the aggregate.

Init.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical and plumbing engineering, electrical engineering, and interiors. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a final schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal**

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents

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submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During each of the design phases, the Owner will receive a Guaranteed Maximum Price proposal, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design

Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents may also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the bi-monthly (not to exceed 30) site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	
§ 4.1.2 Programming (B202™-2009)	Architect	Complete
§ 4.1.3 Multiple preliminary designs	N/P	
§ 4.1.4 Measured drawings	N/P	
§ 4.1.5 Existing facilities surveys	N/P	
§ 4.1.6 Site Evaluation and Planning (B203™-2007)	N/P	
§ 4.1.7 Building Information Modeling (E203™-2013)	Architect (Included)	Base
§ 4.1.8 Civil engineering	Architect	(Additional) Fee TBD
§ 4.1.9 Landscape design	Architect	(Additional) Exhibit "E"
§ 4.1.10 Architectural Interior Design	Architect	Base

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	(B252™-2007)	(Included)	
§ 4.1.11	Value Analysis (B204™-2007)	N/P	
§ 4.1.12	Detailed cost estimating	N/P	
§ 4.1.13	Added on-site construction progress reviews (B207™-2008)	Architect	

(Row deleted)

§ 4.1.14	Conformed construction documents	Architect	Base
§ 4.1.15	As-Designed Record drawings	N/P	
§ 4.1.16	As-Constructed Record drawings	Construction Manager	
§ 4.1.17	Post occupancy evaluation	N/P	
§ 4.1.18	Facility Support Services (B210™-2007)	N/P	
§ 4.1.19	Tenant-related services	N/P	
§ 4.1.20	Coordination of Owner's consultants	N/P	
§ 4.1.21	Telecommunications/Data Design	Architect	(Additional) Exhibit "E"

(Row deleted)

§ 4.1.22	Security Evaluation and Planning (B206™-2007)	N/P	
§ 4.1.23	Commissioning (B211™-2007)	Architect	(Additional) Exhibit "E"
§ 4.1.24	Extensive sustainable design services	N/P	
§ 4.1.25	LEED® Certification (B214™-2012)	N/P	
§ 4.1.26	Historic Preservation (B205™-2007)	N/P	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	(Additional) Exhibit "E"
§ 4.1.28	Project Monument Sign	Architect	(Additional) Exhibit "E" - TBD
§ 4.1.29	Building Generator	Architect	(Additional) Exhibit "E"
§ 4.1.30	A/V Design	Architect	(Additional) Exhibit "E"
§ 4.1.31	Security Electronics	Architect	(Additional) Exhibit "E"
§ 4.1.32	Telecommunications	Architect	(Additional) Exhibit "E"
§ 4.1.33	Detention Hardware	Architect	(Additional) Exhibit "E"
§ 4.1.34	Detention Security	Architect	(Additional) Exhibit "E"

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit "A"

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

Init.

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 4.1 through 4.3:

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for overseeing and maintaining the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall direct the Architect to furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

*(Paragraph deleted)*

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, unless the parties mutually agree otherwise.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

*(Paragraph deleted)*

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Reference Exhibit "E" - Fee Distribution

Base service fee is \$660,899

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Reference Exhibit "E" - Fee Distribution

Additional Services fee is \$152,500

Reimbursable Allowances:

Travel Expense budget is \$12,600

Travel Time budget is \$16,200

Reproduction budget is \$9,500 billed at cost, plus 15%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Exhibit "B" – Standard Hourly Billing Rate Schedule, or as mutually agreed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and fifteen hundredths percent ( 1.15 ).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows; reference 1.5.1:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bid Phase	Two & One Half	percent (	2.5	%)
Construction Phase	Twenty-Two & One Half	percent (	22.5	%)
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment, as applicable, or (2) if the Guaranteed Maximum Price proposal has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit "B" - Standard Hourly Billing Rate Schedule

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

*(Paragraph deleted)*

- .2 Printing, reproductions, plots, standard form documents;
- .3 Postage, handling and delivery;
- .4 Approved expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

*(Paragraph deleted)*

- .6 All taxes levied on professional services and on reimbursable expenses;

*(Paragraph deleted)*

- .7 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

**§ 11.8.3** If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

As mutually agreed.

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

As mutually agreed.

**§ 11.10 Payments to the Architect**

**§ 11.10.1** An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Zero (\$ 0.00)

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

As mutually agreed.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2

*(Paragraphs deleted)*

Other documents:

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

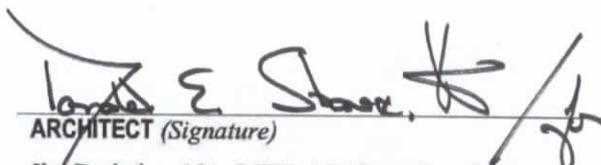
- Exhibit "A" - Scope of Services 03/07/16
- Exhibit "B" - Standard Hourly Billing Rate Schedule;
- Exhibit "C" - Needs Study 09/29/14
- Exhibit "D" - Project Schedule.
- Exhibit "E" - Fee Distribution
- Exhibit "F" - Travel Expenses
- Exhibit "G" - Needs Study Update 02/24/16 – Adjacency Plans
- Exhibit "H" - Needs Study Update 02/24/16 – Cost Model

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Mike Burdge, Mayor City of Sand Springs

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Jim Draheim, AIA, LEED AP, Operations Unit Manager

\_\_\_\_\_  
*(Printed name and title)*



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

**Ordinance No. 1287**

**STAFF RECOMMENDATION:**

Approval of Ordinance No. 1287

**BACKGROUND AND HISTORY:**

Following input from Parks staff, the Sand Springs Parks Advisory Board met on June 6, 2016 and voted 6-0-0 in favor to amend City of Sand Spring Ordinance No. 12; Section 12.24.070 park Property and Facilities Rules and Regulations to allow overnight camping with the City Manager (or designee) prior approval for community-type special events.

**BUDGETARY IMPACT: None at this time**

**COMPILED BY:** Gerondale

**PRESENTED BY:** Gerondale

**ATTACHMENTS:**

Ordinance No. 1287; Staff memo; Sand Springs Parks Advisory Board meeting minutes

# MEMO



**To:** Sand Springs Parks Advisory Board Members  
**From:** Grant Gerondale, Director of Parks  
**Subject:** Overnight Camping- Amending City Ordinance regarding Park Rules & Regulations  
**Date:** May 18, 2016

## Discussion

Overnight camping is prohibited in our public parks. Previously exceptions have been taken to City Council for waiver on various special events. It is important to maintain our current park curfew as well which restricts access to parks between 12 midnight and 6:00 a.m.

Recently, we have experienced increased special events (Great Raft Race and Chilin & Grillin for example) which have an overnight camping need for patrons to either watch over event security or actually cook food! So far, we have not experienced any issues or problems with this limited approach to overnight use of public parks.

Staff feels the time has come to simply amend the existing City Ordinance to allow approval for such requests to happen at a staff level. Amending Ordinance 12; Section 12.24.070 Park Property and Facilities Rules & Regulations is required.

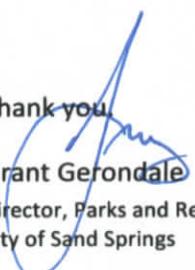
## Recommendation

Staff proposes changing language in Ordinance 12; Section 12.24.070 Park Property and Facilities Rules & Regulations B. General Regulations (23) to read:

*"No person shall camp, erect a tent, build a fire or park an automobile or other vehicle or trailer for the purpose of sleeping therein or under cover projecting there from within any park property or facility unless said action is associated with a special event or special function previously approved by the City Manager or their designee."*

Please let me know if I can provide additional information regarding this subject.

Thank you,

  
Grant Gerondale  
Director, Parks and Recreation  
City of Sand Springs

**MINUTES OF REGULAR MEETING  
SAND SPRINGS PARK ADVISORY BOARD**

**Monday, June 6, 2016  
Case Community Center  
1050 W. Wekiwa Rd. - Sand Springs, OK  
Room AB - 6:30pm**

**May 2016 to April 2017**

<b>MEMBERS PRESENT:</b>	Cathy Burdge	2-0
	Kathe Crapster	2-0
	Phil Nollan	2-0
	Wendy Wygle	2-0
	Daniel Comer	1-1
	Jennifer Smith	1-1

**MEMBERS ABSENT:**

**ALSO PRESENT:** Grant Gerondale, Parks Director  
Elisabeth Selensky, Secretary  
Jeff Edwards, Projects & Facilities Mgr.  
Joe Medlin, Parks Superintendent  
Brian Talley, Director of Golf

The Sand Springs Park Board met for a regular meeting pursuant to the agenda filed at the City Clerk's office and posted on the digital board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma.

**1. CALL TO ORDER –**

Chairman, Cathy Burdge, called the meeting to order at the noted time of 6:34pm.

**2. ROLL CALL –**

Chairman, Cathy Burdge, called for an individual roll call with members replying in the following manner:

Burdge, here Comer, here Crapster, here Nollan, here Smith, here Wygle, here

**3. INVOCATION –**

Chairman Cathy Burdge asked Phil Nollan to deliver the invocation.

**4. ELECTION OF PARK ADVISORY BOARD OFFICERS (FY 2016-2017) –**

- a. Phil Nollan made the motion to elect Cathy Burdge as Chairman. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

- b. Jennifer Smith made the motion to elect Phil Nollan as Vice-Chairman. Daniel Comer seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

- c. Jennifer Smith made the motion to elect Elisabeth Selensky as Secretary. Phil Nollan seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**5. CASE COMMUNITY PARK PLANS –**

S45 Architects presented plans of capital improvement projects which will comprise the future Case Community Park. Kathe Crapster made the motion to approve the projects presented, and send to City Council for their review and/or consideration. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**6. RIVER CITY PARK CLOSURE**

Phil Nollan made the motion to approve partial closure of River City Park during portions of Labor Day weekend for the Great Raft Race, and send to City Council for their review and/or consideration. Wendy Wygle seconded the motion .

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**7. AMENDING CITY OF SAND SPRINGS ORDINANCE NO. 12-OVERNIGHT CAMPING**

Phil Nollan made the motion to approve amending City of Sand Springs Ordinance 12; Section 12.24.070 Park Property and Facilities Rules and Regulations to allow overnight camping with previous staff approval, and send to City Council for their review and/or consideration. Windy Wygle seconded the motion

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**8. MINUTES (May 5, 2016) –**

Phil Nollan made the motion to approve the Minutes, as presented. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye      Comer, aye      Crapster, aye      Nollan, aye      Smith, aye      Wygle, aye

The motion carried 6-0-0

**9. DIRECTOR'S REPORT –  
Information only – no action taken**

**10. ADJOURNMENT - 8:20pm**

---

Cathy Burdge, Chairman

---

Date of Approval

ERS  
pb-min

**ORDINANCE NO. 1287**

**CITY OF SAND SPRINGS  
SAND SPRINGS, OKLAHOMA**

**AN ORDINANCE AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 24, CITY PARK PROPERTY AND FACILITIES, AMENDING SECTION 12.24.070, OF THE CODE OF ORDINANCES OF THE CITY OF SAND SPRINGS, OKLAHOMA.**

**WHEREAS**, Section 12.24.070 outlines the process for establishment of park property and facilities rules and regulations;

**WHEREAS**, modification of 12.24.070 as outlined below is in the best interest of the residents of the City of Sand Springs;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA, THAT:**

SECTION ONE. Section 12.24.070 is amended as set forth below:

**Section 12.24.070 Park Property and Facilities Rules and Regulations**

A. All park property and facilities within the meaning of this chapter are subject to all rules and regulations hereinafter set out. The City Council may adopt additional regulations for operation of the parks and recreational facilities of the city. A violation of any of the following park rules or regulations is punishable as provided in Section 1.20.010 of this code.

B. General regulations are:

(1) No person shall mark, deface, disfigure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, decorative structures, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal;

(2) No person shall damage, cut, carve, mark, transplant or remove any plant or injure the bark, pick flowers or seeds of any tree or plant; dig in or otherwise disturb grass areas; or in any other way injure the natural beauty or usefulness of any park property or facility;

(3) No person shall cut any tree, dead or alive, whether erect or felled, or collect leaves, bark woodchips, mulch, or other organic material for any purpose unless specifically authorized by the City Manger or his designee.

(4) No person shall handle or disturb plants, flowers or any other object or thing in any greenhouse or nursery; or remove any flowers, either cut or uncut, or plants or property of any park area or facility, or greenhouse; or plant, set out or otherwise place any plant material, tree, shrub or flower within any park property or facility unless specifically authorized by the City Manager or his designee.

(5) No person shall hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, wildlife, reptile or bird or give or attempt to give any such animal, or have in one's possession any wild animal or its young, or the eggs, nest or young of any bird or reptile;

(6) No person shall skate, glide or coast by means of skates, shoes, skateboards or any other device or machine in any park property or facility except those facilities that may be designated for such use;

(7) No person shall discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park property or facility; or in any storm sewer or drain flowing into such water any substance, matter, thing, liquid or solid which will or may result in the pollution of the waters;

(8) No person shall start the water flowing from any water supply or spigot, other than at a drinking fountain or place provided as a watering place for people or animals; or disregard or fail to comply with any rule or regulation posted or displayed at any swimming pool, or wading pool;

(9) No person shall make a fire for food preparation purposes in any park property or facility except in facilities specifically provided for such purposes. Any fire shall be under the continuous care and supervision of a competent person from the time it is kindled until it is extinguished. No person shall throw away or discard any lighted match, cigar, cigarette, tobacco, paper or other incendiary material or device in any park property or facility. No person shall discharge or use any fireworks of any kind in any park property or facility except at such times as the City Manager or his designee may permit licensed operators to provide fireworks displays or exhibits;

(10) No person shall ride, drive or allow a horse in any park property or facility, except for those trails or facilities specifically designated for equestrian use. At no time shall any horse be left unattended or be fastened to anything other than a post or rail specifically provided and designated for such uses;

(11) No person shall use any portion of any park property or facility for toilet purposes, except in public restrooms or similar facilities provided.

(12) No person shall seine for minnows or other aquatic animals or use a seine for any purpose within any body of water in any park property or facility. No person shall catch or take, or attempt to catch or take in any manner within any park facility, any fish for

commercial purposes except that this shall not apply to anyone acting pursuant to a valid contract for taking of such fish. Bow fishing is prohibited in all park properties and facilities unless such facilities are specifically designated and posted for such activity;

(13) No person shall offer or display for sale for a profit any article without first having obtained authorization from the City Manager or his designee and any applicable licenses or permits;

(14) No person shall enter upon or use an park property or facility without paying an admission, rental or membership fee when such fee has been established or has been approved by the City. No person shall enter into any park property or facility by other than the approved areas of access, or remove or disturb any barrier intended to prevent access, entry or occupancy. No person shall go into any shrubbery or enclosure or upon any lawn, slope or other area where there is a sign prohibiting such ingress;

(15) No person shall drive or park a vehicle in any park property or facility, except upon a designated roadway or parking area. No vehicle shall be operated at a speed in excess of twenty-five (25) mile per hour. Under no circumstances shall any vehicle designated for the purpose of transporting freight, merchandise or bulk materials of any kind enter into any park facility unless specifically authorized to do so by the City Manager or his designee.

(16) No person shall bring into or have in his possession in any park property or facility any firearm, BB gun, air pistol, bow and arrow, crossbow, slingshot, knife or other weapon capable of inflicting injury to persons, animals or property, whether or not such weapons are loaded, unless such park property or facility has been specifically designated and posted for such use or unless the use is in conjunction with an approved program.

(17) No person shall swim or wade in any lagoon, lake, fountain or other water in any park facility, without specific authorization by City personnel except in swimming, wading or spray pools constructed for such activities in specifically designated areas. Further, no person shall swim or wade in any pool at any time when the pool is not open to the public.

(18) No person shall disturb any tree in any park facility. For purposes of this subsection, disturbing shall include but not be limited to clubbing, flailing, thrashing, shaking, throwing objects into, ramming, shooting or climbing into any tree;

(19) No person shall interfere with, disobey or ignore any lawful order of any City personnel while in the performance of his/her duties in any park property or facility;

(20) No person shall attach any rope, cable or other contrivance, or post, paint, erect or place any sign, banner or advertisement to any tree, fence, railing, bridge, bench or other structure without specific authorization by the City;

(21) No person shall consume any alcoholic beverage or any low-point beer, as such are defined by the statutes of the State of Oklahoma, on a road or parking lot within any park property or facility;

(22) No person shall practice golf in any park property or facility not specifically designed for such uses;

(23) No person shall camp, erect a tent, build a fire or park an automobile or other vehicle for the purpose of sleeping therein or under cover projecting there from within any park property or facility **unless said action is associated with a special event or special function previously approved by the city Manager or their designee;** and

C. Curfew regulations: No person shall enter into or remain upon nor shall any vehicle be left unattended in any park facility between the hours of 12:00 midnight and 6:00 a.m., unless an earlier curfew is approved by the City and posted at the park property or facility; provided, however, that use of such park property or facility may be allowed during these hours when a permit has been obtained in accordance with procedures set forth.

D. Animal regulations: It shall be unlawful for anyone to possess, allow or permit any animal of whatever nature into any park property or facility unless the animal shall be on a leash not exceeding six (6) feet in length. No animal, except those assisting persons with disabilities under control of such persons, shall be allowed within any building, sport complex, rodeo arena or swimming pool unless it is in conjunction with an activity approved by the City Manager or his designee. Any handler of any animal which is creating a disturbance or which is not being properly supervised may be evicted from any park property or facility. Under no circumstances shall any exotic animal wild by nature be brought or allowed into any park property or facility. It shall be unlawful for any person to abandon any animal of any nature in any park property or facility.

E. Acts requiring authorization: It shall be an offense for any person to perform any of the following acts within any park property or facility without having first obtained a permit or written authorization from the City Manager or his designee.

(1) Give any theatrical entertainment, moving picture show, parade, procession or public gathering, festival, concert, recreational program, event, or other outdoor presentation, whether or not an admission fee is charged;

(2) Use a public address system, amplifier or any other device to amplify and direct sound that is plainly audible at a distance of fifty (50) or more feet;

(3) Dig, bury erect, build, uncover, place or remove any object or store any materials or equipment of any kind;

(4) For commercial purposes, sell, or offer for sale or give away without charge any food, drink, merchandise, service, flyers or any other article;

(5) Use any park facility for any commercial purpose including the production of films, photographs or advertisements, whether for sale to individuals or groups;

(6) Tie or fasten to any pier, stake, beach or store any boat or other vessel used or intended to be used for transportation on water except in areas specifically designated for such use; and

(7) Take off, ascend, land, attempt to take off, ascend or land an airplane, helicopter, hydroplane, airship, balloon, hang glider, sailplane or other aircraft intended for travel in the air with an operator or passenger. Any person applying for authorization to conduct such activities shall submit with the application evidence that all other applicable permits have been issued by any federal or state agency having jurisdiction over such activities. No such aircraft shall be operated at an altitude of less than two thousand (2,000) feet from the earth unless engaged in an activity for which a permit has been issued or engaged in normal takeoff and landing procedures at an approved airport. No person shall engage in any trick or acrobatic flying, parachuting, or drop, throw or permit to be dropped or thrown, any object from any aircraft. Provided, however, this paragraph shall not apply to emergency situations when such acts are necessary for the protection of human life. (1030, Amended, 08/12/2002)

Passed and approved this 27 day of June, 2016.

**CITY OF SAND SPRINGS, OKLAHOMA**

\_\_\_\_\_  
Mike Burdge, Mayor

ATTEST:

\_\_\_\_\_  
Janice L. Almy, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Weatherford, City Attorney



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

**River City Park Closure- Great Raft**

**STAFF RECOMMENDATION:**

Approval of Parks Advisory Board recommendation to close the park

**BACKGROUND AND HISTORY:**

Following input from Great Raft Race organizers and Parks staff, the Sand Springs Parks Advisory Board met on June 6, 2016 and voted 6-0-0 in favor to close River City Park (portions- see map) from 8am, Sunday, September 4th through 5pm, Monday, (Labor Day) September 5th.

**BUDGETARY IMPACT: None at this time**

**COMPILED BY: Gerondale**

**PRESENTED BY: Gerondale**

**ATTACHMENTS:**

Staff memo; map; Sand Springs Parks Advisory Board meeting minutes

# MEMO



**To:** Sand Springs Parks Advisory Board Members  
**From:** Grant Gerondale, Director of Parks  
**Subject:** Great Raft Race Request for Closure of River City Park  
**Date:** May 18, 2016

## Discussion

Organizers of the Great Raft Race are preparing for their 2nd event, which originates & launches homemade rafts in River City Park. This year's event is expected to be somewhat larger than last year's which drew over 100 kayaks, canoes and homemade rafts.

Event organizers wish to close River City Park (see map) to the general public, in order to hold their event and manage the safety and operation of the race. Staff has been in contact with event organizers since 2 years ago, and attended & assisted with last year's successful event, which was a positive reflection of the park and the Sand Springs community.

They are requesting full park closure from the primary barricade point (see map) for their event from 8am Sunday September 4th through 5pm Monday September 5th.

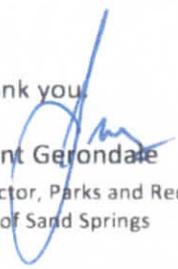
Parks staff has reached out to Use Agreement (River City Park) partners and have found only 2 events which will be happening around this timeframe- WSA Soccer tournament which will conclude on Sunday afternoon, 9/4/16 and a planned rodeo on 9/2 and 9/3/2016. We feel there are no conflicts with this major event plans and other events in the park.

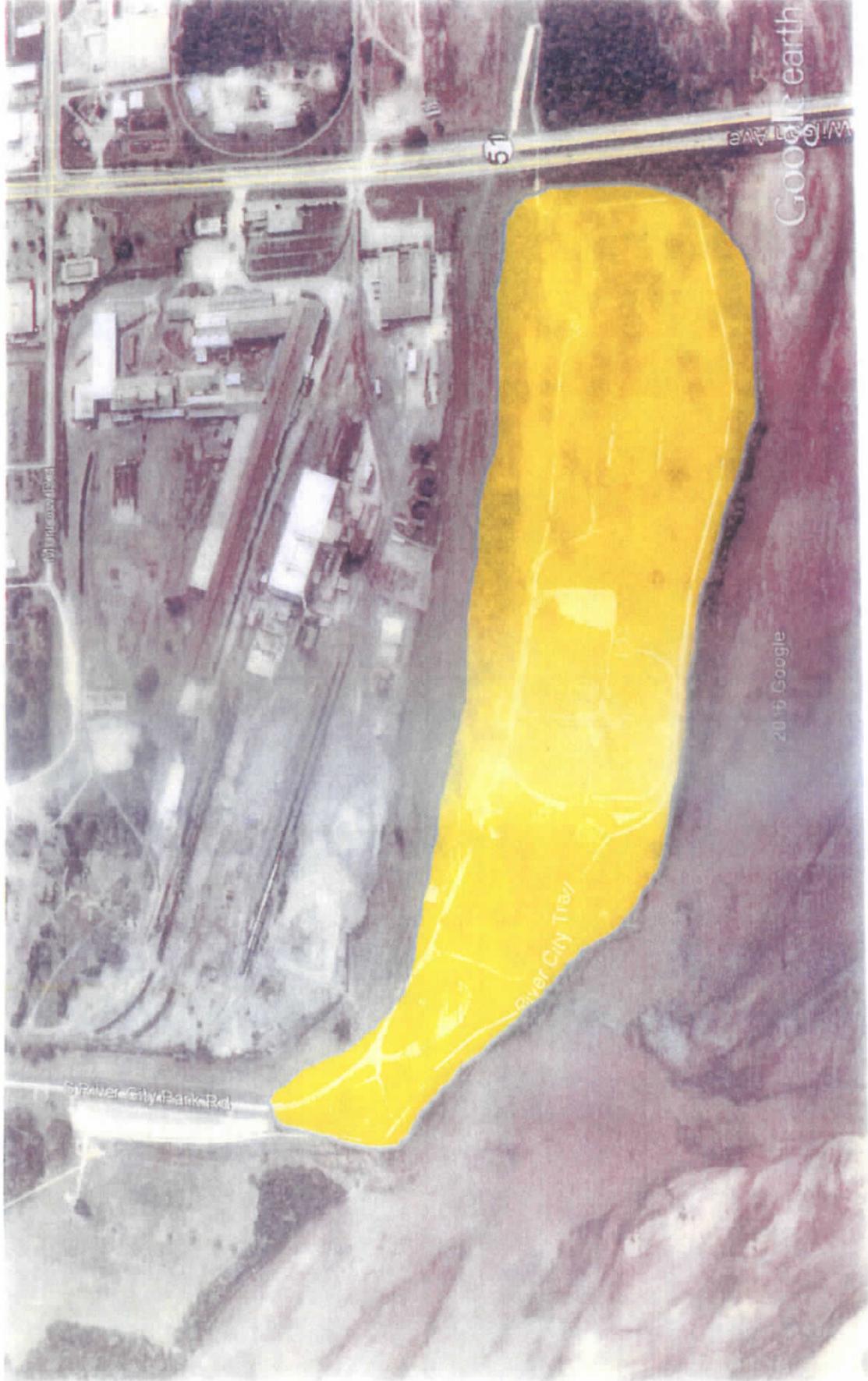
## Recommendation

Staff supports this request.

Please let me know if I can provide additional information regarding this subject.

Thank you

  
Grant Gerondale  
Director, Parks and Recreation  
City of Sand Springs



**Great Raft Race- Park Closure Area** \*(approximate shown in yellow)  
[Beginning 8am on Sunday- Sept.4<sup>th</sup> until 5pm on Monday- September 5<sup>th</sup>]

**MINUTES OF REGULAR MEETING  
SAND SPRINGS PARK ADVISORY BOARD**

**Monday, June 6, 2016  
Case Community Center  
1050 W. Wekiwa Rd. - Sand Springs, OK  
Room AB - 6:30pm**

**May 2016 to April 2017**

<b>MEMBERS PRESENT:</b>	Cathy Burdge	2-0
	Kathe Crapster	2-0
	Phil Nollan	2-0
	Wendy Wygle	2-0
	Daniel Comer	1-1
	Jennifer Smith	1-1

**MEMBERS ABSENT:**

**ALSO PRESENT:**

- Grant Gerondale, Parks Director
- Elisabeth Selensky, Secretary
- Jeff Edwards, Projects & Facilities Mgr.
- Joe Medlin, Parks Superintendent
- Brian Talley, Director of Golf

The Sand Springs Park Board met for a regular meeting pursuant to the agenda filed at the City Clerk's office and posted on the digital board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma

**1. CALL TO ORDER --**

Chairman, Cathy Burdge, called the meeting to order at the noted time of 6:34pm

**2. ROLL CALL --**

Chairman, Cathy Burdge, called for an individual roll call with members replying in the following manner:

Burdge, here   Comer, here   Crapster, here   Nollan, here   Smith, here   Wygle, here

**3. INVOCATION --**

Chairman Cathy Burdge asked Phil Nollan to deliver the invocation.

**4. ELECTION OF PARK ADVISORY BOARD OFFICERS (FY 2016-2017) --**

- a. Phil Nollan made the motion to elect Cathy Burdge as Chairman. Jennifer Smith seconded the motion

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye   Comer, aye   Crapster, aye   Nollan, aye   Smith, aye   Wygle, aye

The motion carried 6-0-0

- b. Jennifer Smith made the motion to elect Phil Nollan as Vice-Chairman. Daniel Comer seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

- c. Jennifer Smith made the motion to elect Elisabeth Selensky as Secretary. Phil Nollan seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**5. CASE COMMUNITY PARK PLANS –**

S45 Architects presented plans of capital improvement projects which will comprise the future Case Community Park. Kathe Crapster made the motion to approve the projects presented, and send to City Council for their review and/or consideration. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**6. RIVER CITY PARK CLOSURE**

Phil Nollan made the motion to approve partial closure of River City Park during portions of Labor Day weekend for the Great Raft Race and send to City Council for their review and/or consideration. Wendy Wygle seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**7. AMENDING CITY OF SAND SPRINGS ORDINANCE NO. 12-OVERNIGHT CAMPING**

Phil Nollan made the motion to approve amending City of Sand Springs Ordinance 12; Section 12 24.070 Park Property and Facilities Rules and Regulations to allow overnight camping with previous staff approval, and send to City Council for their review and/or consideration. Windy Wygle seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**8. MINUTES (May 5, 2016) –**

Phil Nollan made the motion to approve the Minutes, as presented. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye      Comer, aye      Crapster, aye      Nollan, aye      Smith, aye      Wygle, aye

The motion carried 6-0-0

**9. DIRECTOR'S REPORT –  
Information only – no action taken**

**10. ADJOURNMENT - 8:20pm**

---

Cathy Burdge, Chairman

---

Date of Approval

ERS  
pb-min



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS  
COUNCIL STAFF REPORT  
MEETING DATE: June 27, 2016**

**SUBJECT:**

Resolution No. 16-42

**STAFF RECOMMENDATION:**

Approval of City Council Resolution No. 16-42

**BACKGROUND AND HISTORY:**

Staff has advanced several parks projects recently and is taking steps now to declare them as finally accepted and completed to our satisfaction. Resolution No. 16-42 summarizes all park work projects completed to date which require action by Council, and authorize the City Manager (or designees) to solicit, review and evaluate bids for the upcoming Vision funded projects.

For Bid No. 1027- Metal Building Package, Brewer Construction has completed all work and has been found by S45 Architects to be 100% complete and ready for final acceptance.

Likewise, CMSWillowbrook has completed all of the interior finish-out of the concessions building via GMP No. 1 and we are ready for final acceptance of their work.

For Bid No. 1026- Water line extension- (Hemphill Services), S45 Architects has determined their work to be completed and acceptable.

For the upcoming Vision2025-Case Community Park and Sand Springs Expressway Corridor project, staff has completed a 10-month long steering committee review of plans and also reviewed five separate "probable estimates for construction" with CMSWillowbrook (our selected construction manager). The Sand Spring Parks Advisory Board reviewed the CIP plans at their June 6, 2016 meeting and voted 6-0-0 in favor to approve. We are forwarding their recommendation at this time.

**BUDGETARY IMPACT: none at this time**

---

**COMPILED BY:** Gerondale

**PRESENTED BY:** Gerondale

**ATTACHMENTS:**

Resolution 16-42; AIA Document G704-2000 (Metal Building Package)  
CMSWillowbrook; AIA Document G704-2000 (Metal Building Package) Brewer  
Construction; Sand Springs Parks Advisory Board Meeting Minutes from June 6, 2016;  
Capital Improvement Plans scan of park plans and related bid documents by  
CMSWillowbrook

**CITY OF SAND SPRINGS  
SAND SPRINGS, OKLAHOMA**

**RESOLUTION No. 16-42**

**A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLANS FOR PARKS;  
MAKING NECESSARY APPROPRIATIONS; AWARDED FINAL  
ACCEPTANCE ON PARK PROJECTS, AUTHORIZING PAYMENTS AND  
AUTHORIZING THE SIGNATURE OF ALL RELATED DOCUMENTS**

WHEREAS, the City of Sand Springs has completed a park improvement plan for River City Park which was approved unanimously by the Parks Advisory Board and;

WHEREAS, the City shall make final adjustment in appropriations as required to close out certain public improvement projects and;

WHEREAS, the City of Sand Springs has now completed certain public park improvements and intends to declare them as final and;

WHEREAS, the City of Sand Springs directs staff to solicit bids for the updating of River City Park and to make Sand Springs Expressway Corridor improvements and to prepare a Guaranteed Maximum Price (GMP) contract necessary to construct that project and;

WHEREAS, approval of the documents associated with this project are in the best interest of the citizens of the City of Sand Springs;

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs as follows:

1. AIA Document G704-2000- River City Concessions (Metal Building Package) for work performed under GMP No. 1 with CMS Willowbrook is accepted. The project is accepted for public use with no additional work required for completion.
2. AIA Document G704-2000- River City Concessions (Metal Building Package) for work performed under Bid No. 1027, awarded to Brewer Construction is accepted. The project is accepted for public use with no additional work required for completion.
3. Work performed under Bid No.1028 (Water line Extension) with Hemphill Services is accepted. The project is accepted for public use with no additional work required for completion.
4. Approval of Capital Improvement Plans (Case Community Park and Sand Springs Expressway Corridor Project) for public parks is approved with direction to City staff to solicit, receive, review and present bids to Council in the form of a Guaranteed Maximum Price Contract with CMSWillowbrook.

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma, on the 27th day of June, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

\_\_\_\_\_  
Mike Burdge, Mayor

ATTEST:

\_\_\_\_\_  
Janice L. Almy, City Clerk

Approved as to Form:

\_\_\_\_\_  
David L. Weatherford, City Attorney

# AIA<sup>®</sup> Document G704™ – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> River City Concession (Metal Building Package)	<b>PROJECT NUMBER:</b> 100-001	<b>OWNER</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> River City Concession Bldg Finish-Out	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b>	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO OWNER:</b> City of Sand Springs	<b>TO CONTRACTOR:</b> CMS Willowbrook	<b>FIELD</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

S45 Architects  3-21-2016  
 ARCHITECT BY DATE OF ISSUANCE

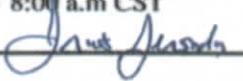
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0 - Zero dollars - No outstanding punch items

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CMS Willowbrook Inc  4-13-2016  
 CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on 8:00 a.m CST (date): 3-21-2016

City of Sand Springs  4-14-2016  
 OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

 **AIA** Document G704™ – 2000

**Certificate of Substantial Completion**

<b>PROJECT:</b> River City Concession (Metal Building Package)	<b>PROJECT NUMBER:</b> 100-001	<b>OWNER</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Metal Building Package	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b> 5-13-15	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO OWNER:</b> City of Sand Springs	<b>TO CONTRACTOR:</b> Brewer Construction	<b>FIELD</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

S45 Architects  3-21-2016  
**ARCHITECT** **BY** **DATE OF ISSUANCE**

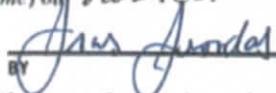
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Cost estimate of Work that is incomplete or defective: \$ 0 - Zero dollars - No outstanding punch items

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Brewer Construction  4-13-2016  
**CONTRACTOR** **BY** **DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on 3:00 PM CST (date)

City of Sand Springs  3-21-2016  
**OWNER** **BY** **DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

**MINUTES OF REGULAR MEETING  
SAND SPRINGS PARK ADVISORY BOARD**

**Monday, June 6, 2016  
Case Community Center  
1050 W. Wekiwa Rd. - Sand Springs, OK  
Room AB - 6:30pm**

	<u>May 2016 to April 2017</u>
MEMBERS PRESENT:	
Cathy Burdge	2-0
Kathe Crapster	2-0
Phil Nollan	2-0
Wendy Wygle	2-0
Daniel Comer	1-1
Jennifer Smith	1-1

MEMBERS ABSENT:

ALSO PRESENT:

Grant Gerondale, Parks Director  
Elisabeth Selensky, Secretary  
Jeff Edwards, Projects & Facilities Mgr.  
Joe Medlin, Parks Superintendent  
Brian Talley, Director of Golf

The Sand Springs Park Board met for a regular meeting pursuant to the agenda filed at the City Clerk's office and posted on the digital board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma.

**1. CALL TO ORDER –**

Chairman, Cathy Burdge, called the meeting to order at the noted time of 6:34pm.

**2. ROLL CALL –**

Chairman, Cathy Burdge, called for an individual roll call with members replying in the following manner:

Burdge, here Comer, here Crapster, here Nollan, here Smith, here Wygle, here

**3. INVOCATION –**

Chairman Cathy Burdge asked Phil Nollan to deliver the invocation.

**4. ELECTION OF PARK ADVISORY BOARD OFFICERS (FY 2016-2017) –**

- a. Phil Nollan made the motion to elect Cathy Burdge as Chairman. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

- b. Jennifer Smith made the motion to elect Phil Nollan as Vice-Chairman. Daniel Comer seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

- c. Jennifer Smith made the motion to elect Elisabeth Selensky as Secretary. Phil Nollan seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**5. CASE COMMUNITY PARK PLANS –**

S45 Architects presented plans of capital improvement projects which will comprise the future Case Community Park. Kathe Crapster made the motion to approve the projects presented, and send to City Council for their review and/or consideration. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**6. RIVER CITY PARK CLOSURE**

Phil Nollan made the motion to approve partial closure of River City Park during portions of Labor Day weekend for the Great Raft Race, and send to City Council for their review and/or consideration. Wendy Wygle seconded the motion .

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**7. AMENDING CITY OF SAND SPRINGS ORDINANCE NO. 12-OVERNIGHT CAMPING**

Phil Nollan made the motion to approve amending City of Sand Springs Ordinance 12; Section 12.24.070 Park Property and Facilities Rules and Regulations to allow overnight camping with previous staff approval, and send to City Council for their review and/or consideration. Windy Wygle seconded the motion

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye Comer, aye Crapster, aye Nollan, aye Smith, aye Wygle, aye

The motion carried 6-0-0

**8. MINUTES (May 5, 2016) –**

Phil Nollan made the motion to approve the Minutes, as presented. Jennifer Smith seconded the motion.

Chairman, Cathy Burdge, called for the vote recorded as follows:

Burdge, aye      Comer, aye      Crapster, aye      Nollan, aye      Smith, aye      Wygle, aye

The motion carried 6-0-0

**9. DIRECTOR'S REPORT –  
Information only – no action taken**

**10. ADJOURNMENT - 8:20pm**

---

Cathy Burdge, Chairman

---

Date of Approval

ERS  
pb-min



**USDA Rural Development  
Loan Requirements**

**Sand Springs, Ok. New Homes**

**Zero down payment financing**

**Stimulating our growth with the USDA Rural  
Development Single Family Guaranteed Loans**



**United States Department of Agriculture**



### Introduction:

In 2015 the United States Department of Agriculture guaranteed the loans on 2,186 homes with an investment of \$255,185,139. Sand Springs received no such loans, but neighboring communities of Owasso, Glenpool, and Bixby received loans totaling over \$42M. Those communities have seen exponential growth over the last twenty-five years while Sand Springs has been the slowest growing community in the county.

### The Problem:

So why has Sand Springs not been able to participate in the USDA RD loan program? It appears that for 25 years the fence line area of Sand Springs in Tulsa and Osage County has been considered urban and not rural by USDA definition. In 1966 the town of Sand Springs annexed a fence line around 110 square miles, from 81st West Avenue to the Keystone Dam. This was the first fence line in the state and was never meant to be the actual city limits of Sand Springs. However, when the lines were drawn for the USDA RD loan program the program used the fence line for the city limits and marked areas of open land as urban and therefore not eligible for the RD loan program.

Using the fence line as the boundary was incorrect, because the fence line encompasses open land areas such as Zink Ranch, The Keystone Ancient Forest, Lake Keystone and Discovery land - not what would be considered urban. By USDA definition it is rural land based on the "Open Country" Rule. Some have argued that since it is in the "MSA" it is urban, but all of the other cities referenced in this paper are in the "MSA" too.

Since 1980, Sand Springs has only grown by 27%. In comparison, by having access to the USDA RD program Owasso, Bixby, Glenpool, and other communities around the Tulsa area have seen phenomenal growth. Owasso has grown 203%, Bixby 153%, and Glenpool 77%. And in 2013 alone Owasso, Bixby and Glenpool had approximately 300 zero-down payment new homes funded by the USDA totaling over 42 million dollars and Sand Springs had none.

### The Solution:

Two solutions are available to make Sand Springs eligible for the USDA RD Loan program. First, the fence line area that encompasses Zink Ranch, The Keystone Ancient Forest, Lake Keystone and Discovery land is rural land area and should be correctly identified as such by the USDA RD loan program. To make this correction will require leaders in the Sand Springs community to contact the USDA RD loan program administrator in Stillwater and provide the proper documentation to support their claim. This could free up hundreds of miles of rural open land for the USDA RD Loans.

Second, for the Sand Springs city limits proper to be eligible for USDA RD Loans, Sand Springs leaders must request the Oklahoma Congressional Delegation define Sand Springs as Rural and add an exception to a Federal Statute through an amendment to legislation as they did for Shawnee and Altus. This is a common practice already, and will take a little bit longer to get accomplished.

Supporting documentation for the two solutions outlined above are included in this document.

## BACKGROUND:

In 1990 the Sand Springs Local Chapter of the Tulsa Home Builders Association were not looking to build “Farmers Home Administration Homes” as known from the 1970’s. They were focused on projects such as Rolling Oaks and Lakeside Park, homes much larger than the newly approved Rural Development Single Family Housing Guaranteed Loan Program would allow.

The home builders and developers in Sand Springs must have missed the meeting when the boundary for the new loan program was set. The USDA used a “LINE” that had been drawn around the Sand Springs city 25 years prior. The “LINE” is the Sand Springs Fence Line, it was the brainchild of “Erwin Phillips”, John Hess and others in 1966 to protect Sand Springs from the “Bad Guys” Tulsa.

In 1966 the town of Sand Springs unexpectedly annexed a fence line around 110 square miles, from 81st West Avenue to the Keystone Dam. This was the first fence line in the state and not well received by Sand Springs’ Tulsa neighbors. Tulsa Mayor Maxwell stated that Sand Springs would no longer be allowed to use TMAPC staff in its planning activities, and that “all agreements between the two cities, including the agreement to provide Tulsa water to Sand Springs on an emergency basis, would be carefully reviewed.” Sand Springs has always had the stay out of my business attitude.

Using the fence line for the USDA program limits for the City of Sand Springs and the surrounding community incorrectly restricted access to the RD program and both the City and surrounding area have suffered accordingly. In comparison, by having access to the RD program Owasso, Bixby, Glenpool, and other communities around the Tulsa area have seen exponential growth over the last twenty years. For example, in 2013 Owasso had 172 “Zero” down payment new homes funded by the USDA totaling over 25 million dollars and Sand Springs had “0”.

### *USDA rural development guaranteed home loans for FY13*

<i>City</i>	<i>Number of Loans</i>	<i>Loan Amounts</i>
<i>Bixby</i>	<i>36</i>	<i>\$5,588,491</i>
<i>Glenpool</i>	<i>90</i>	<i>\$11,802,674</i>
<i>Owasso</i>	<i>172</i>	<i>\$25,488,763</i>
<i>Totals</i>	<i>298</i>	<i>\$42,879,928</i>

*Source: U.S. Department of Agriculture*

Here we are 25 years later wondering what has happened, we look at all of our neighboring communities and we see progress, new homes, new commercial activity and we see a constant decline in the growth of our city. We have compared the growth rates and building permit rates for Sand Springs and our surrounding communities and it is obvious that the lack of the USDA funding has caused our first and second time home buyers to “seek greener pastures” and go where you can get Zero down. This has caused our growth and building rates to be a fraction of our neighbors.

But all is not lost, remember the line referred to a few paragraphs before, that line someone 25 years ago thought that was the city limits of Sand Springs and therefore Urban and not eligible for the RD Loans. That was incorrect, that line was only a fence line and encompasses Zink Ranch, The Keystone Ancient Forest, Lake Keystone and Discovery land, not what you would consider as urban. This area I believe can be reviewed and possibly removed from the ineligible area with proper documentation. This could free up hundreds of miles of land for USDA RD Loans.

For the city limits proper of Sand Springs to be eligible for USDA RD Loans an amendment will need to be attached to a Federal Bill as Altus and Shawnee did. We will have to work with our House and Senate members to get Sand Springs similar consideration.



A couple looking toward Downtown Tulsa (8.5 miles) the Sand Springs fence line referenced in this paper is 1 mile ahead.

The property in the photo is considered urban and not RURAL by the current maps from the USDA and is not eligible for Rural Development Single Family Loan Program Benefits.

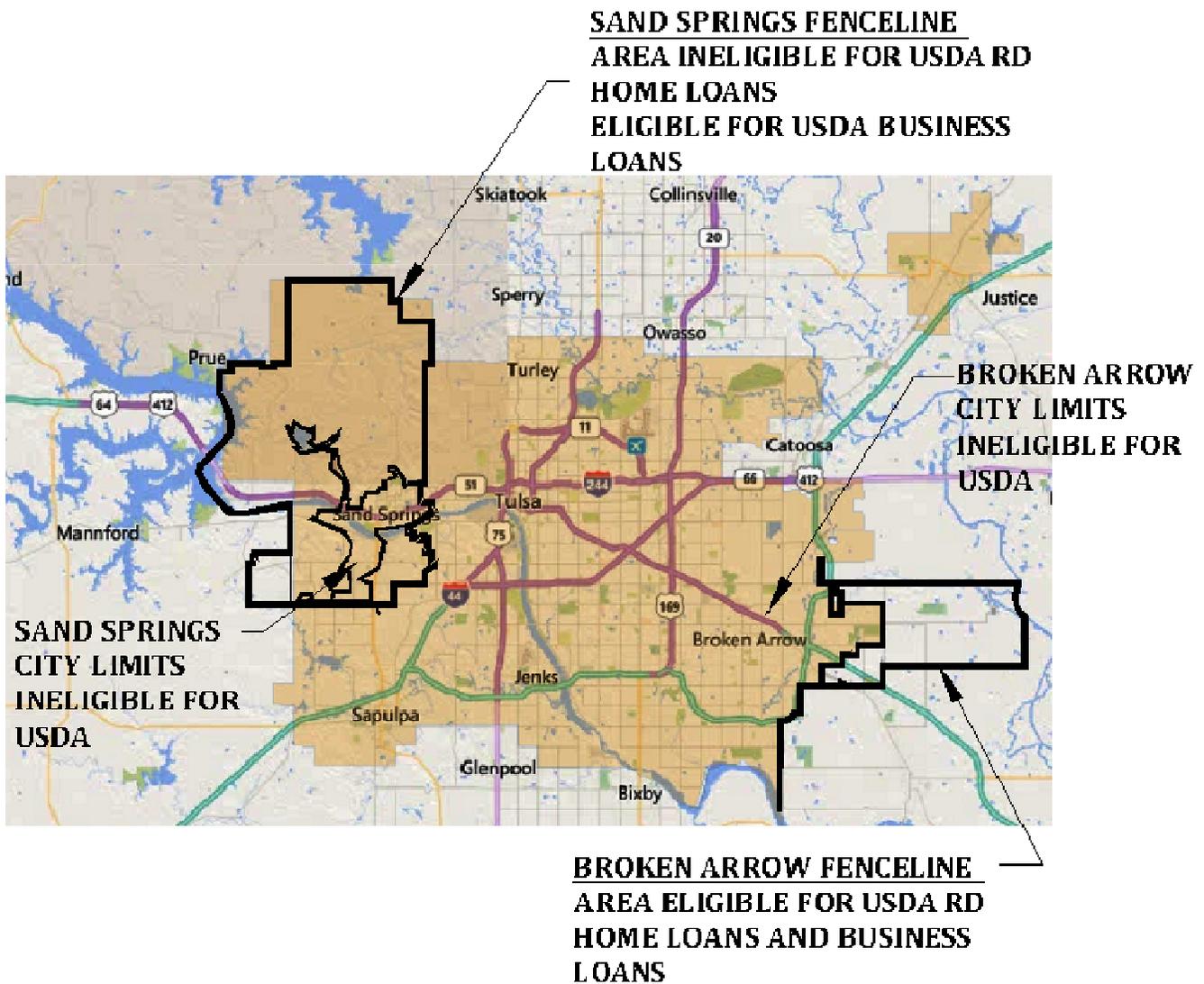
All of our Tulsa and Osage County communities and their fence lines are located in the “MSA” Metropolitan Statistical Area” yet the USDA only excluded the area encompassed by the Sand Springs Fence line from access to USDA RD Funding.

## A comparison of the communities --“MSA” Area, Population, City, Rural Development approval and Fenceline Rural Development approval.

CITY	Situated in the Tulsa MSA Metropolitan Statistical Area	Maximum City Size for RD loans < 35,000 pop.	City or Town Approved for RD Housing	City or Town Fenceline Approved for RD Housing
<b>SAND SPRINGS</b> Fence line Osage Co. Fence line Tulsa Co.	Yes	19,553	No	No
				No
				No**
<b>SKIATOOK</b>	Yes	7,788	Yes	Yes
<b>COLLINSVILLE</b>	Yes	6,334	Yes	Yes
<b>GLENPOOL</b>	Yes	11,855	Yes	Yes
<b>BIXBY</b>	Yes	24,008	Yes	Yes
<b>JENKS</b>	Yes	19,951	No	No
<b>OWASSO</b>	Yes	33,773	Yes	Yes
<b>BROKEN ARROW</b>	Yes	104,726	No	Yes

\*\* approved west of 177th W. Ave.

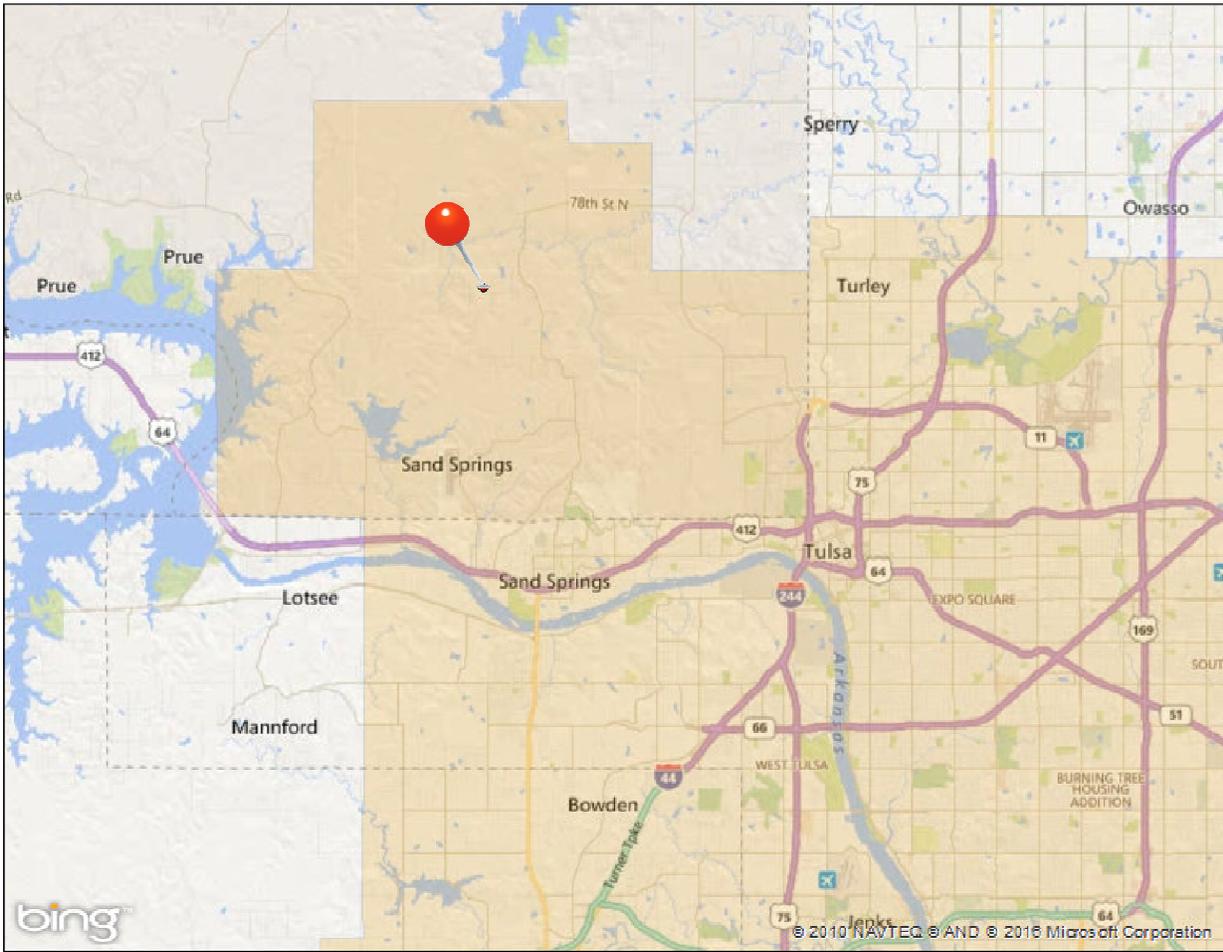
**Sand Springs and Broken Arrow have not had access to USDA RD funding since 1990 due to population size. This is a scan of the eligible areas for both communities with fence lines. Broken Arrow has access to USDA RD funding inside their fence line and adjacent to their city limits where Sand Springs does not.**



# US Department of Agriculture, Rural Development Initial Eligibility Determination

<p> <b>Matched Address</b></p> <p>This address located in an eligible area.</p> <p><i>* Keep in mind that this is only an initial determination on the eligibility of your address. There are other eligibility factors for this program which cannot be confirmed through this tool.</i></p>	<p>User Entered Point:</p> <p> <b>User Located</b></p> <p><b>Latitude</b> 36.23963</p> <p><b>Longitude</b> -96.1384</p> <p><b>This property ineligible for properties in the US</b></p>
--	---

<p><b>Sand Springs, Oklahoma</b></p> <p><b>Zink Ranch area</b></p>	<p> <b>RHS SFH MFH Ineligible Area</b></p>
--	---



Date created: Wednesday, May 18, 2016 - 6:07:57 AM (Central Daylight Time)

# US Department of Agriculture, Rural Development Initial Eligibility Determination

 **Matched Address**

 **User Located**

User Entered Point:  
**Latitude** 36.04001  
**Longitude** -95.6829

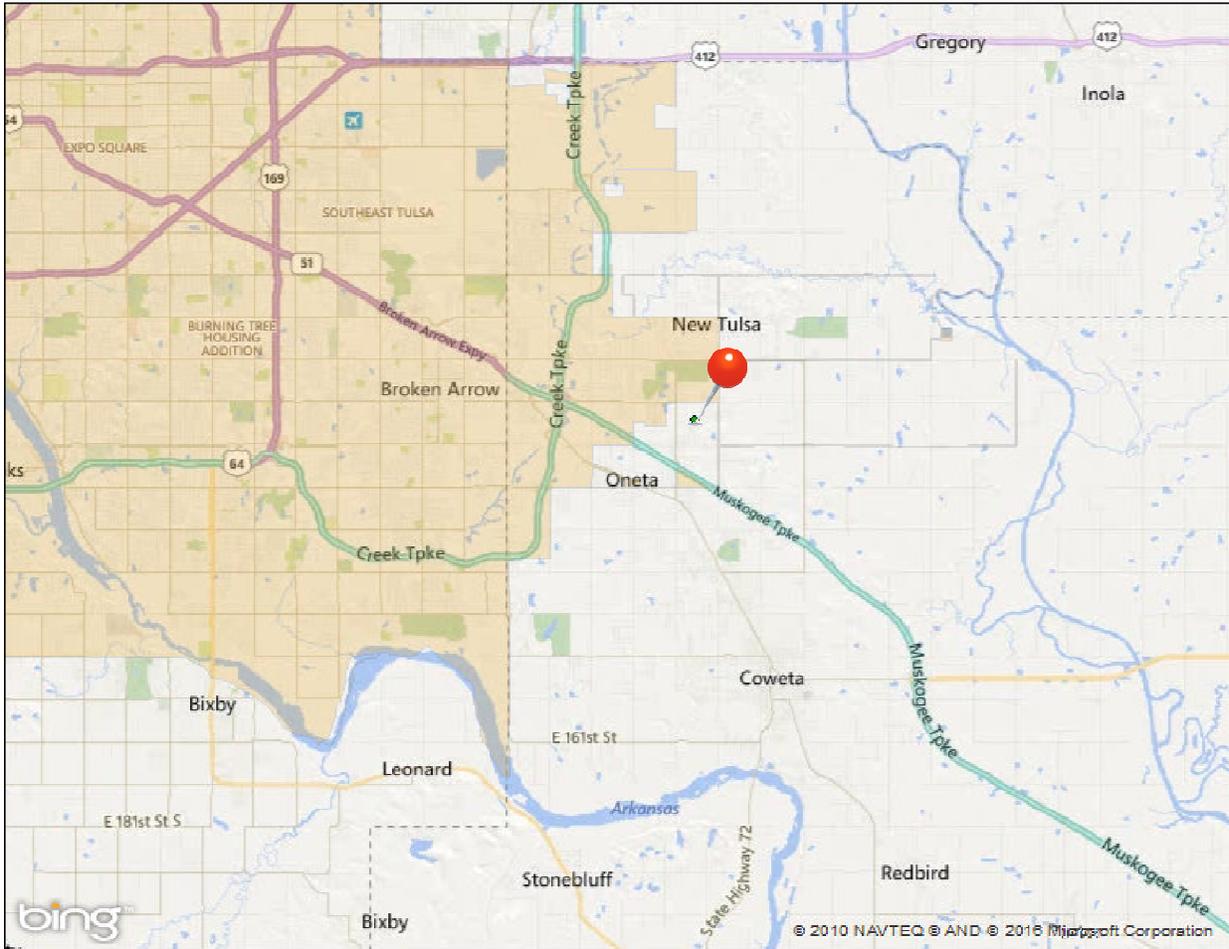
This address located in an eligible area.

**This property eligible for properties in the US**

\* Keep in mind that this is only an initial determination on the eligibility of your address. There are other eligibility factors for this program which cannot be confirmed through this tool.

**BROKEN ARROW OK**  
  
**GOLF CLUB OF OKLAHOMA AREA**

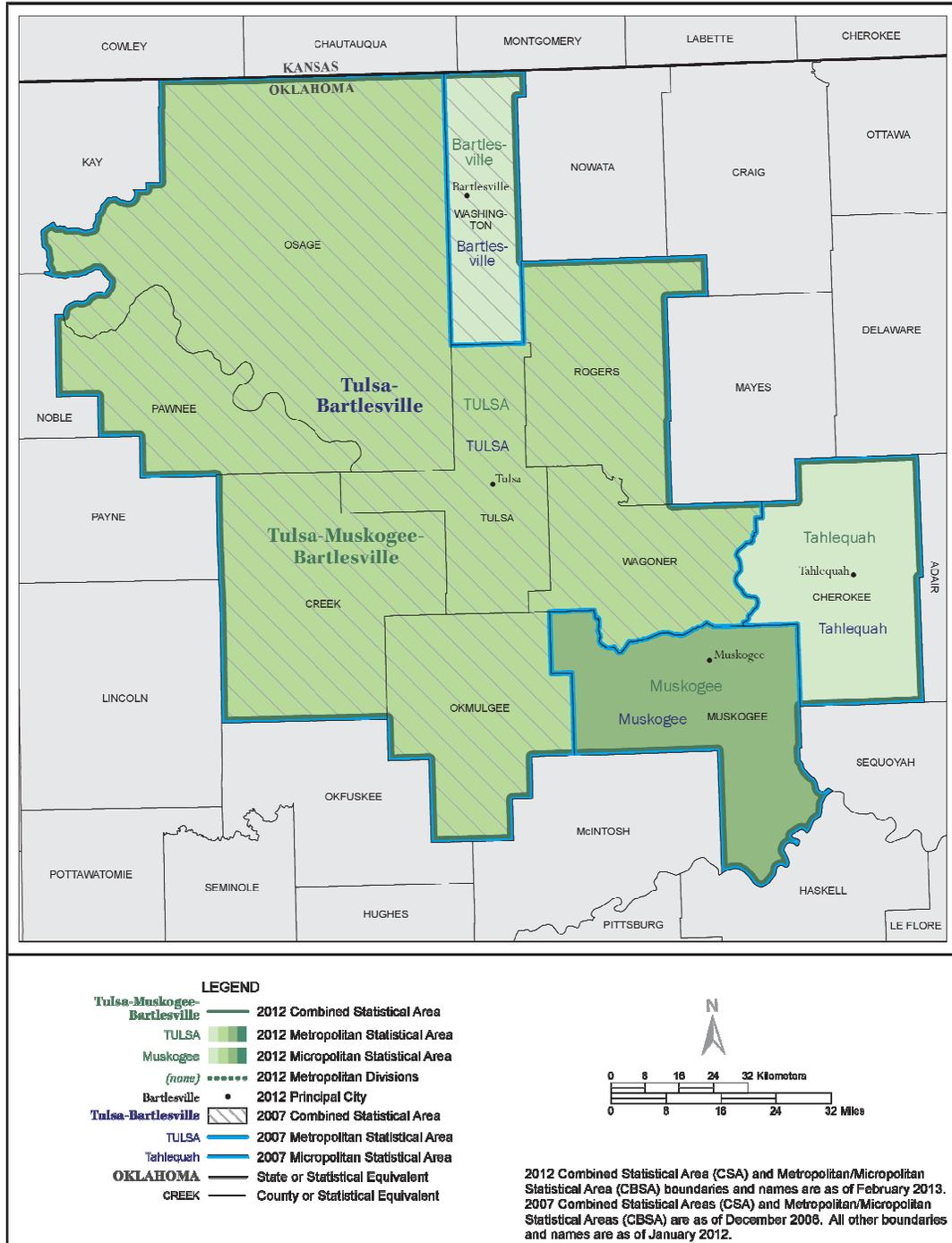
 **RHS SFH MFH Ineligible Area**



Date created: Wednesday, May 18, 2016 - 6:01:50 AM (Central Daylight Time)

# The official Tulsa MSA map

## Tulsa-Muskogee-Bartlesville, OK Combined Statistical Area



U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

2012 Economic Census

## What property qualifies for the program and where?

In general, rural areas are defined as:

Open country that is not part of, or associated with, an urban area.

Any town, village, city, or place, not contained within an MSA (Metropolitan Statistical Area) and has a population including the immediately adjacent densely settled area, which is not part of, or associated with, an urban area, and which: (1) Is rural in character with a population of less than 10,000; or (2) Is above 10,000 but below 20,000 and has a serious lack of mortgage credit for lower and moderate-income families

Assessing “Open Country” A site that is in “open country not part of or associated with an urban area” is one that is separated by open space from any adjacent densely populated urban area. Open space includes undeveloped land, agricultural land, or sparsely settled areas. Open space does not include physical barriers (such as rivers or canals), public parks, commercial and industrial developments, small areas reserved for recreational purposes, and open space set aside for future development.

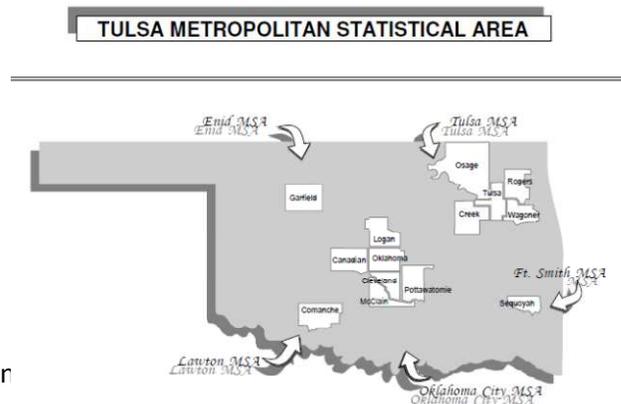
### B. Special Considerations (HB-1-3550 Paragraph 5.3 Rural Area Designation)

#### Exception for Rural Areas Designated Prior to October 1990

If an area was classified as rural prior to October 1, 1990, even if it is within an MSA, it may be still considered rural as long as it: (1) has a population between 10,000 and 35,000, (2) is rural in character, and (3) has a serious lack of mortgage credit. This designation can remain effective through receipt of census data for the year 2020.

#### Exception for Rural Areas Designated Between January 1, 2000 and December 31, 2010.

If an area was classified as rural or deemed eligible any time between January 1, 2000 and December 31, 2010, even if it is within an MSA, it may be still considered rural as long as it: (1) has a population between 10,000 and 35,000, (2) is rural in character and (3) has a serious lack of mortgage credit. This designation can remain effective through receipt of census data for the year 2020.



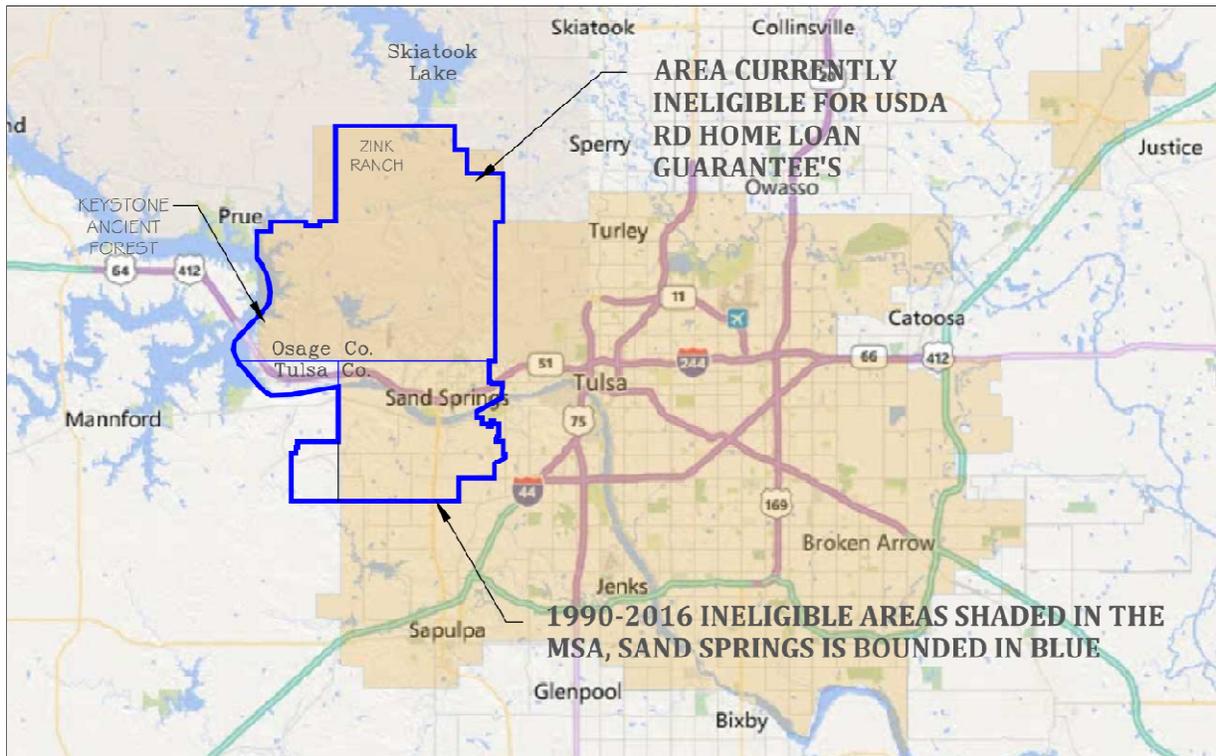
The following is an excerpt from a memorandum from Mr. Tommy Earls, Acting Program Director Single Family Housing, USDA RD in Stillwater, Ok.

The population of Sand Springs based on the 2010 Census was 18,906. The population of Sand Springs according to the 1990 Census was 15,346, which exceeded the 10,000 population threshold for areas contained within MSA, therefore, Sand Springs was not eligible for RD programs in 1990. Sand Springs has not been eligible at any time since 1990, specifically from the time period of 1/1/2000 to 12/21/2010. Therefore, Sand Springs does not qualify for either of the exemptions listed above.

These rural definitions are exceptions are statutory, in other words, language that has been established by the U.S. Congress. I have no authority to grant exceptions to these statutory definitions.

However, I might note that the U.S. Congress has written exceptions for specific municipalities into the rural definition, thus allowing USDA to lawfully make home loans in those municipalities. In the past, members of the Oklahoma Congressional Delegation have inserted exceptions for Shawnee and Altus into Federal statute.

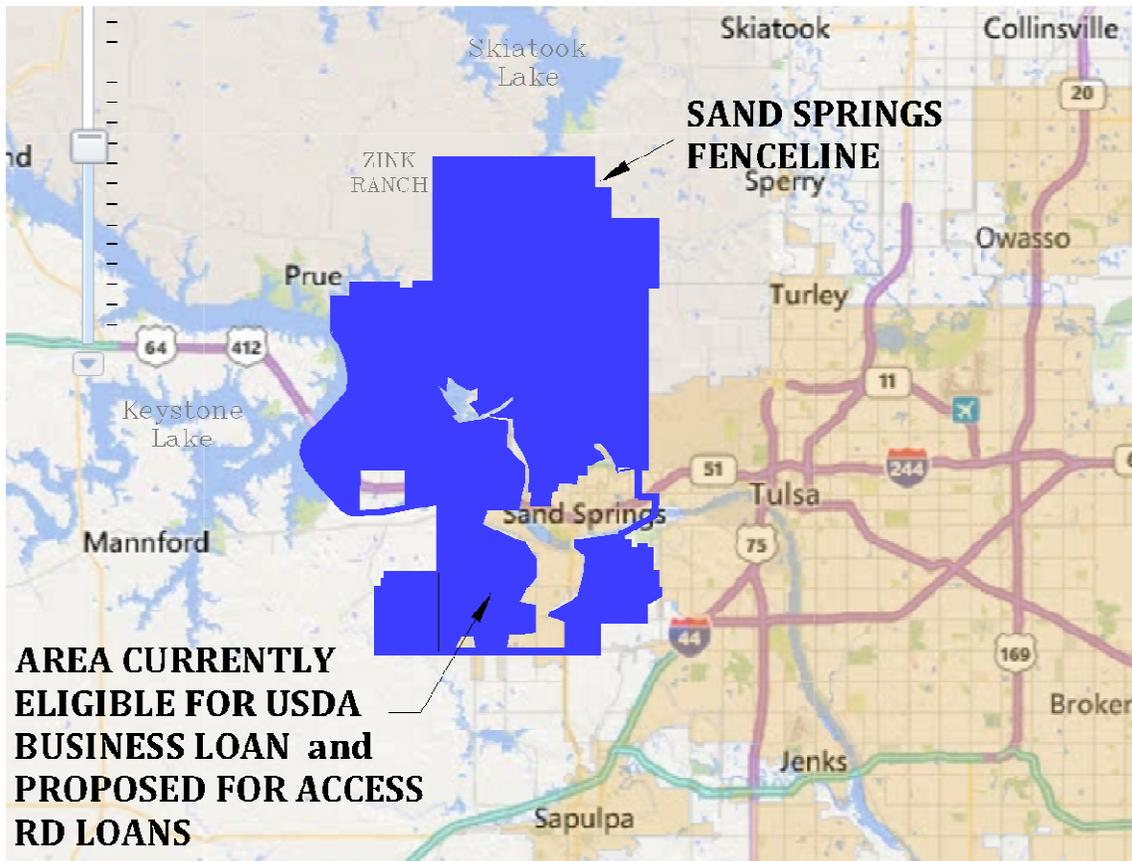
The following is a screenshot of the USDA's website showing the Tulsa Metro area that has access to the program. Shaded areas are **Not Eligible**  
<http://eligibility.sc.egov.usda.gov/eligibility/>



## IN-ELIGIBLE AREAS FOR THE USDA RD SINGLE AND MULTI- FAMILY LOANS

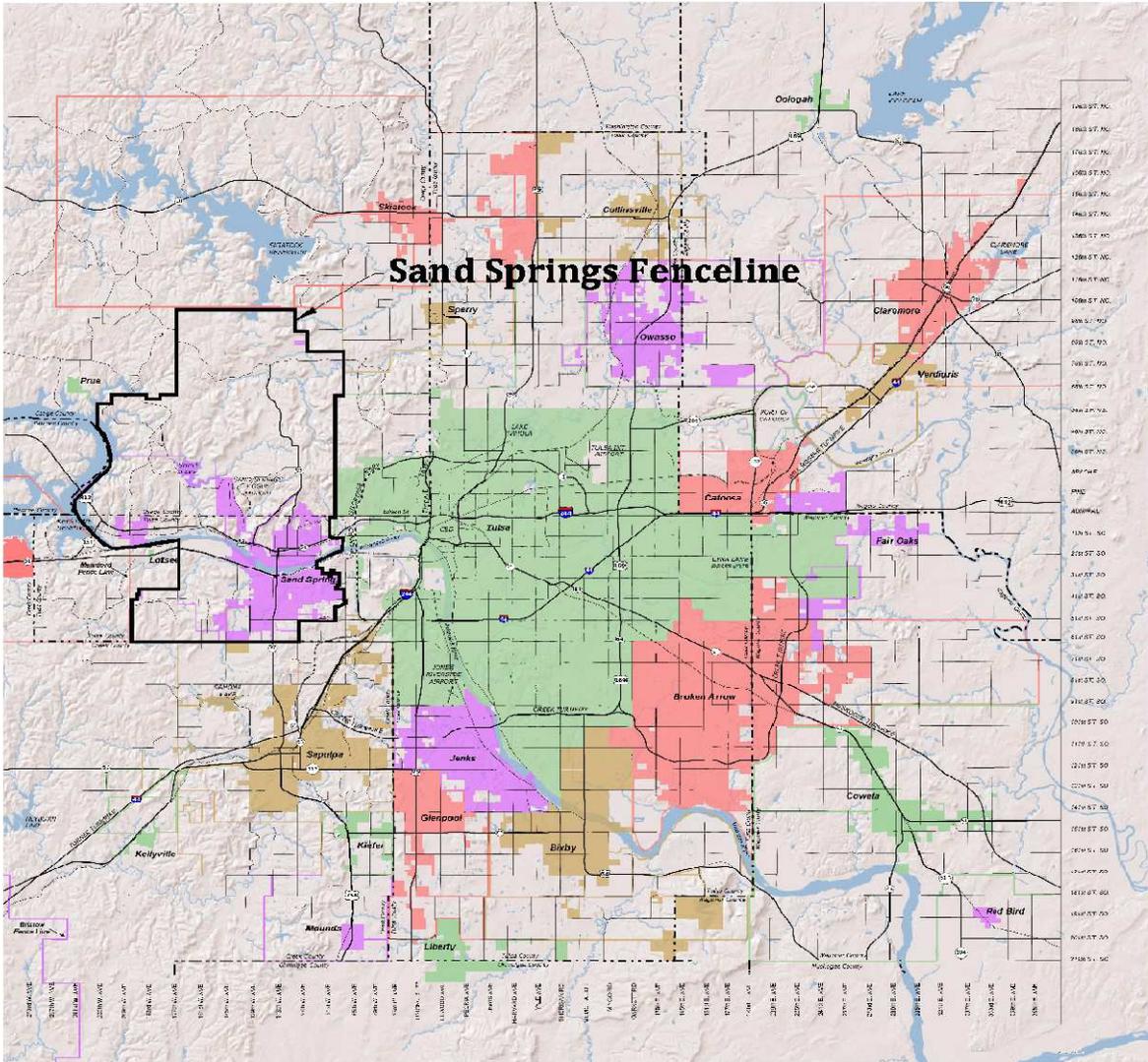
Note that Owasso, Bixby, Glenpool, Collinsville, and Skiatook city limits are all eligible for the RD funding. Broken Arrow our 100,000 population metro neighbor even gets rural funding for their fence line area as do all of the other suburbs except Sand Springs and Sapulpa. A small portion inside of Sand Springs fence line is eligible west of 177<sup>th</sup> West Avenue south of 41<sup>st</sup> street, in Tulsa County. All of the Sand Springs fence line in Osage County is ineligible, from the County Line at 73<sup>rd</sup> West Avenue, North to Skiatook lake and Zink Ranch, West to Prue and Keystone Lake, South down the Lake passing The Keystone Ancient Forest to the county line then East to Sand Springs.

**THE FOLLOWING IN-ELIGIBLE AREAS “BLUE” COULD BECOME ELIGIBLE WITH A MAP REVIEW AND RURAL DETERMINATION.**



**The U.S. Congress would have to write an exception for the Sand Springs city limits into the rural definition, thus allowing USDA to lawfully make home loans in Sand Springs proper.**

**Tulsa Metro with the fenceline in black and the city limits in purple. The Fence line area is over 100 sq miles.**



## METROPOLITAN TULSA AREA CORPORATE LIMITS

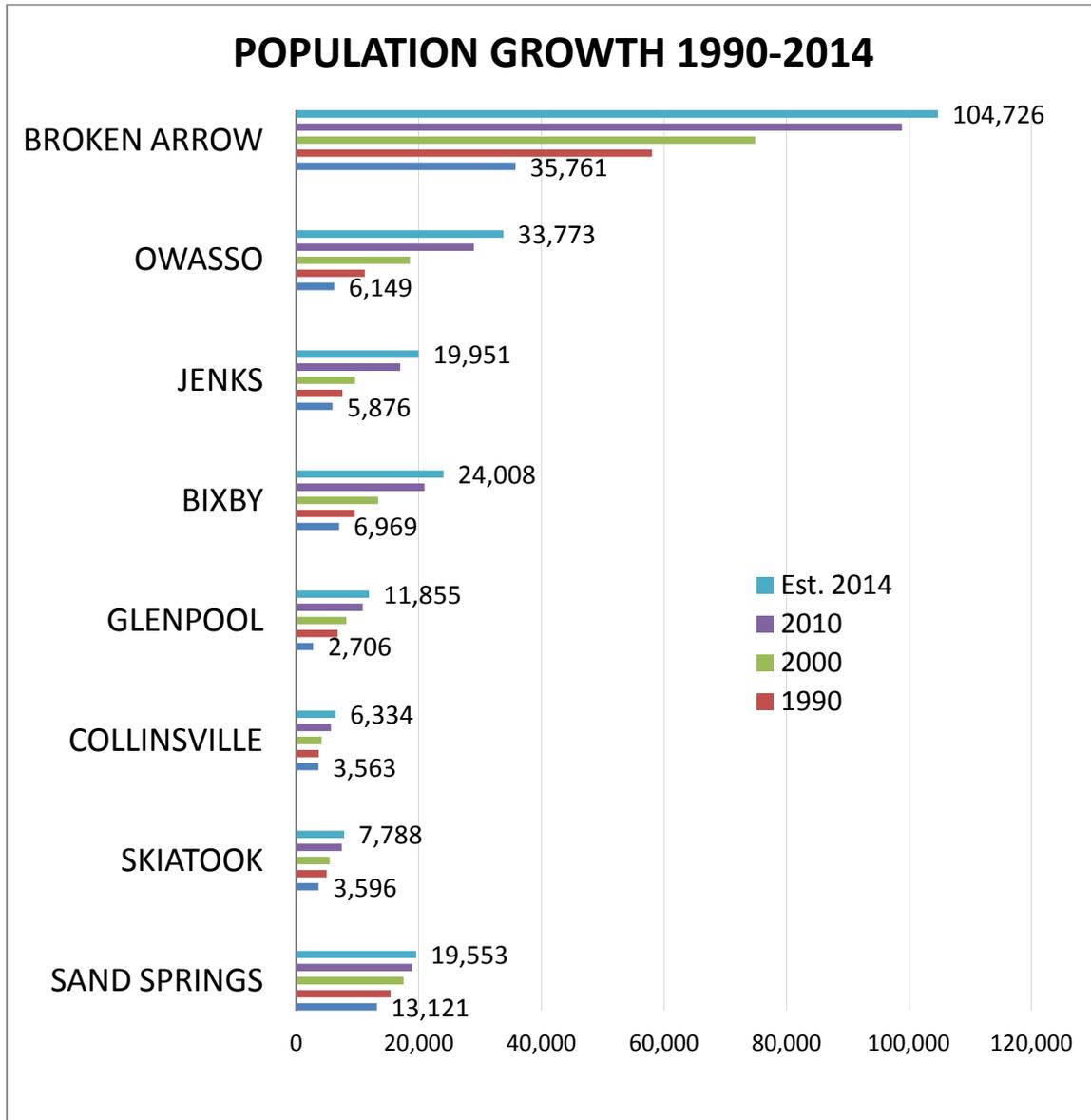
TERRITORIAL AND JURISDICTIONAL LIMITS  
2014

**NOTE:**  
THIS MAP IS UPDATED ANNUALLY AND CHANGES MAY OCCUR AFTER THE DATE OF PUBLICATION. THEREFORE, AREAS IN QUESTION SHOULD BE VERIFIED AT THE HOME OR HIDE ON AT THE RESPECTIVE MUNICIPALITY.  
THIS MAP SHOULD BE USED FOR GENERAL REFERENCE PURPOSE ONLY. SOME FEATURES HAVE BEEN GRAPHICALLY ENHANCED FOR CLARITY PURPOSES.

  
 PREPARED BY INCOG  
 May 2014

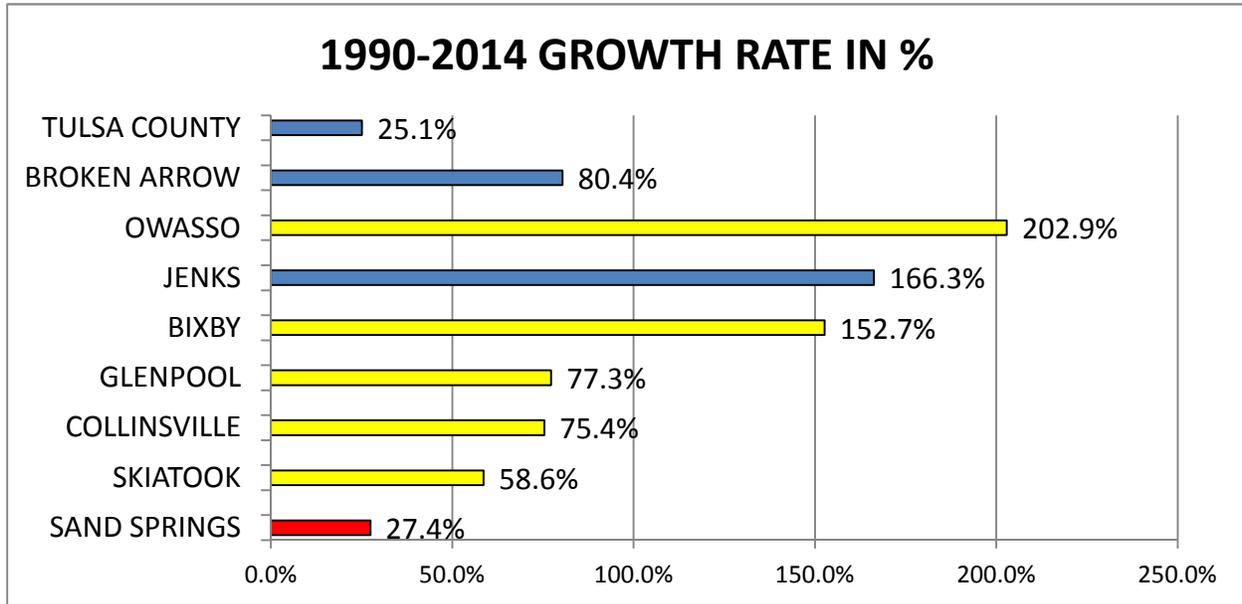
**Sand Springs has not had access to USDA Rural Development funds for 25 Years. What has been the impact and how have we fared?**

**Population - we are the Slowest Growing Suburb in Tulsa County, Broken Arrow, **Owasso, Jenks, Bixby, Glenpool and Skiatook** have more than doubled in size, with several tripling in size since 1980 and Sand Springs has increased by less than half. The Yellow highlights represent access to USDA RD Loans.**



**We were the #2 Tulsa Metro Suburb in size, twice the size of Owasso, Bixby and Jenks, now we are the #5 Suburb and soon to be #6 behind Glenpool.**

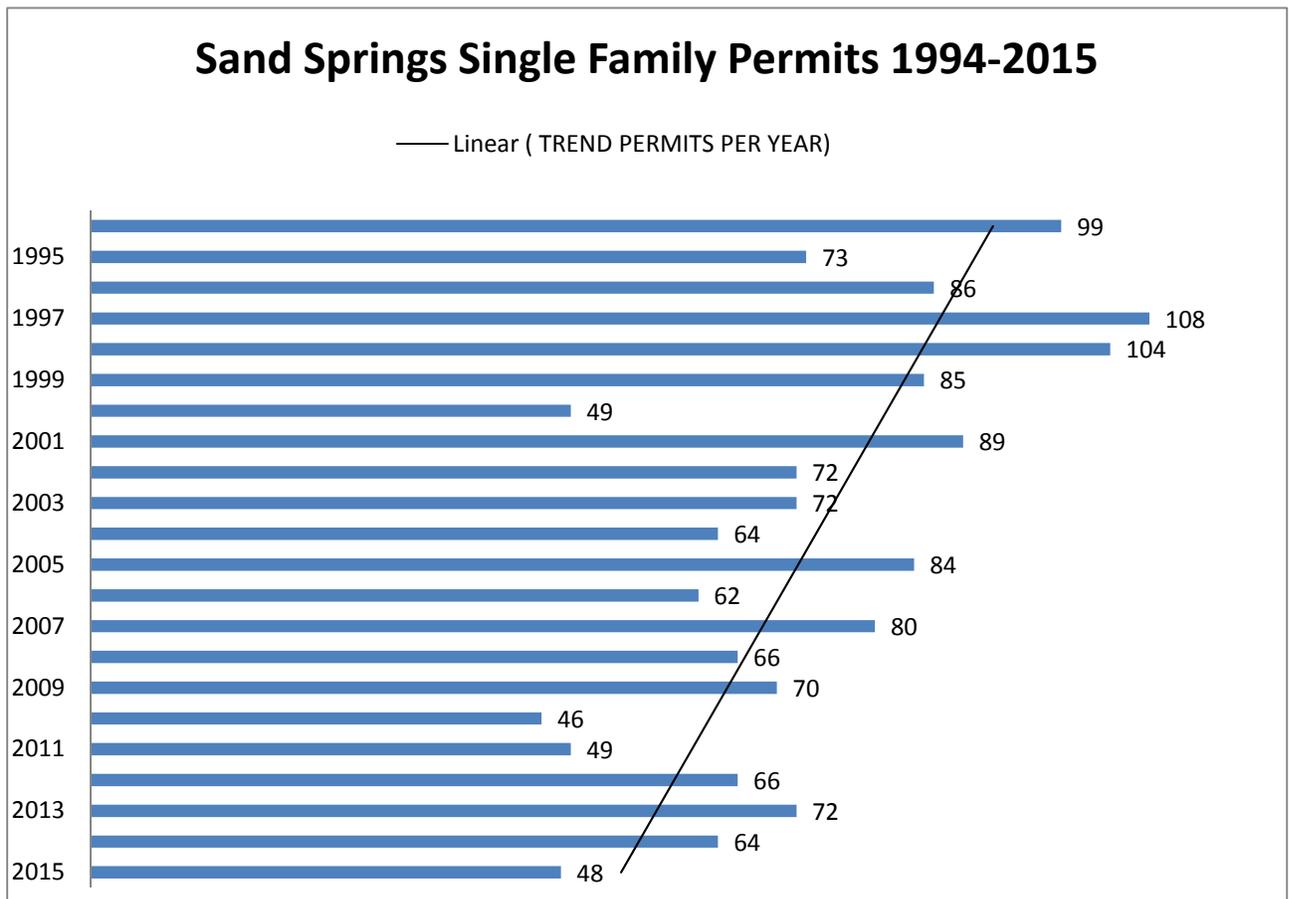
## Growth - we are the Slowest Growing City in percentage



**All cities in Yellow have access to USDA RD funds**

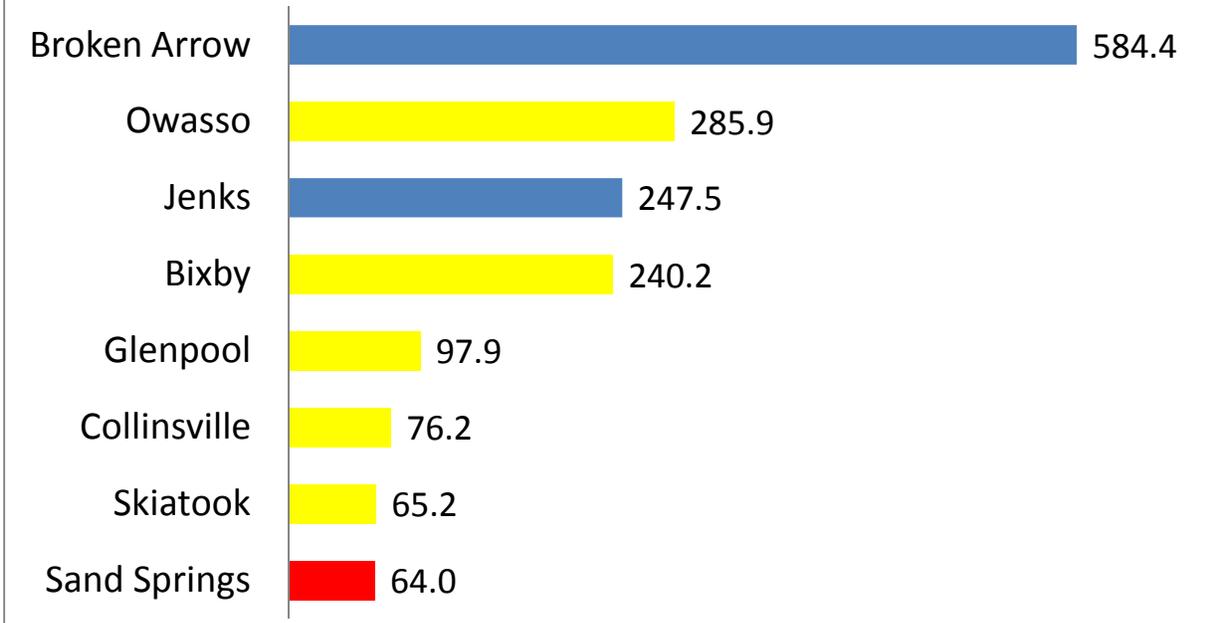
## New Home Construction, how has it been impacted?

We used to build over 200 homes a year in Sand Springs, I know it's somewhat unbelievable but in the late 70's we had one year with 241 new homes. We had 48 new homes built in 2015 that's 20% of our previous high. Following is a chart of our new homes built in Sand Springs Since 1994.



**Last year 2015 we had 48 new homes built.**

## Building Permits 2005-2014 (average per year)



This graph represents a 10 year average of permits, per year, per city. We probably cannot imagine a city our size building 286 houses a year or Glenpool averaging twice the new homes as we had last year. The cities in yellow have access to the USDA Rural Development Loans inside and outside their city limits. We average 64 homes per year and are last in new home construction.

So how do we get access to the USDA RD Loan Program so we can grow like Glenpool or Bixby (we used to say Jenks and Owasso).

For the USDA to lawfully make Rural Development home loans in Sand Springs we must request that our Oklahoma Congressional Delegation define our city as Rural and add an exception to a Federal Statute as they did with Shawnee and Altus.

It appears that for 25 years the Fence Line area of Sand Springs in Tulsa and Osage County has been considered Urban. I believe it is Rural based on the "Open Country" Rule. Some have argued that since it is in the "MSA" it is urban, but all of the other cities referenced in this paper are in the "MSA".

## So let's look at some property North of Sand Springs and in the Fence Line and see if it fits the Open Country Rule.



**Looking northeast toward Collinsville inside the Sand Springs ineligible area**

**Open country that is not part of, or associated with, an urban area.**

Any town, village, city, or place, not contained within an MSA (Metropolitan Statistical Area) and has a population including the immediately adjacent densely settled area, which is not part of, or associated with, an urban area, and which: (1) Is rural in character with a population of less than 10,000; or (2) Is above 10,000 but below 20,000 and has a serious lack of mortgage credit for lower and moderate-income families

Assessing "Open Country" A site that is in "open country not part of or associated with an urban area" is one that is separated by open space from any adjacent densely populated urban area. Open space includes undeveloped land, agricultural land, or sparsely settled areas. Open space does not include physical barriers (such as rivers or canals), public parks, commercial and industrial developments, small areas reserved for recreational purposes, and open space set aside for future development.

# The USDA Rural Development Loan Program

## USDA Eligibility

USDA eligibility is based on a combination of household size and geography, in addition to the typical mortgage approval standards such as income and credit score verification. USDA eligibility for a 1-4 member household requires annual household income to not exceed \$74,750; and annual household for a 5-8 member household to not exceed \$98,650.

*This USDA loan information is accurate as of today, May 12, 2016.*

## USDA Loans: Low Rates with No Down payment

USDA loans are mortgage loans which are guaranteed by the U.S. Department of Agriculture. The program is officially known as the USDA Rural Development Guaranteed Housing Loan Program, or the "Section 502 loan", named for its place in the USDA charter.

USDA loans *can* be used in rural areas, but many suburban areas remain eligible as well for the program as well.

USDA loans are popular among today's home buyers because the USDA program offers no-money-down financing.

Home buyers can finance 100% of a home's purchase price;

USDA loans are guaranteed against loss by the U.S. Department of Agriculture, they are of very little risk to banks which make them.

Low risk brings low rates and this is why USDA mortgage rates today are often the lowest of all of the government-backed mortgages.

USDA mortgage rates are typically lower than the rates for FHA loans, VA loans, and conventional mortgages via Fannie Mae and Freddie Mac.

The USDA loan program offers reduced mortgage insurance premiums (MIP) to its borrowers.

The annual USDA mortgage insurance premium -- at just four-tenths of one percent per year -- is *70% lower* than the MIP charged for a comparable FHA-backed loan.

USDA loans can be big money-savers; and they're available to first-time home buyers as well as repeat home buyers. Homeownership counseling is not required to use the USDA home loan program.

Most closings can happen in 45 days or fewer.

## **USDA Mortgage Insurance Requirements**

The USDA mortgage is backed by the U.S. Department of Agriculture, and partially funded by the borrowers which use the program. Via mortgage insurance premiums charged to program homeowners, the government is able to keep the Rural Housing Loan program affordable.

The USDA last changed its mortgage insurance rates in October 2012. Those rates remain in effect today, May 10, 2016.

Today's USDA mortgage insurance rates are :

- 2.00% upfront fee paid at closing, based on the loan size
- 0.40% annual fee, based on the remaining principal balance

As a real-life example of how USDA mortgage insurance works, let's say that a home buyer in Cary, North Carolina is borrowing \$200,000 to buy a home with no money down.

The buyer's mortgage insurance costs will include a \$4,000 upfront mortgage insurance premium, which is added to the loan size of \$200,000; plus a monthly \$66.66 payment for mortgage insurance.

Note that the USDA upfront mortgage insurance is not required to be paid as cash. It can be added to your loan balance for you to reduce your funds required at closing.

## **USDA Loan Income Limits**

The USDA Loan Program offers 100% financing at very low mortgage rates in rural and suburban neighborhoods.

Even better is that underwriting approvals are "relaxed". Borrowers don't need to meet every requirement to the last letter in order to get approved.

However, there is one area in which the USDA is unyielding.

The USDA will not guarantee a mortgage for a household which exceeds its maximum income limits for a given area. This is because the USDA is meant to promote homeownership among households of "modest means" only.

To be eligible for the USDA financing, then, the agency states that a household's annual earnings must not exceed the median household income for the area by more than 15 percent, with an allowance for the size of your household.

For example, the USDA income limit for an 8-member household is higher than the USDA income limit for a 4-member household; just as the income limit for a 10-member household will be higher than the income limit for an 8-member household; and, so on.

USDA income limits have a floor, based on household size:

- 1-4 member household : \$74,750
- 5-8 member household : \$98,650

Households of more than 8 members can add eight percent for each additional member to their 1-4 member household USDA income limits.

For home buyers in search of a low- or no-money-down mortgage, the USDA home loan offers low rates, flexible guidelines, and inexpensive mortgage insurance.

Today's Rates (May 13th, 2016) 3.875% APR

### **How may USDA funds be used?**

#### **Funds backed by loan guarantees be used for:**

- New or existing residential property to be used as a permanent residence. Closing cost and reasonable/customary expenses associated with the purchase may be included in the transaction
- A site with a new or existing dwelling
- Repairs and rehabilitation when associated with the purchase of an existing dwelling
- Refinancing of eligible loans
- Special design features or permanently installed equipment to accommodate a household member who has a physical disability
- Reasonable and customary connection fees, assessments or the pro rata installment cost for utilities such as water, sewer, electricity and gas for which the buyer is liable
- A pro rata share of real estate taxes that is due and payable on the property at the time of loan closing. Funds can be allowed for the establishment of escrow accounts for real estate taxes and/or hazard and flood insurance premiums
- Essential household equipment such as wall-to-wall carpeting, ovens, ranges, refrigerators, washers, dryers, heating and cooling equipment as long as the equipment is conveyed with the dwelling
- Purchasing and installing measures to promote energy efficiency (e.g. insulation, double-paned glass and solar panels)
- Installing fixed broadband service to the household as long as the equipment is conveyed with the dwelling
- Site preparation costs, including grading, foundation plantings, seeding or sod installation, trees, walks, fences and driveways

*Kenny Tate*

The impact of a program that would allow 0 Down payment financing cannot be underestimated in a community like Sand Springs. In the last 365 days 369 Single Family Residential sales have occurred in the 74063 zip code. Of those, 61.5% or 227 sales have been priced below \$150,000 which is right in the target zone of income qualification parameters that Rural Development loans serve.

## **Oklahoma Contacts**

### **Single Family Housing**

Tommy Earls, Acting Program Director

[405-742-1070](tel:405-742-1070)

[Oklahoma-Direct@ok.usda.gov](mailto:Oklahoma-Direct@ok.usda.gov)

### **Business Programs**

Brian Wiles, Acting Business Program Director

[405-742-1060](tel:405-742-1060)

[brian.wiles@ok.usda.gov](mailto:brian.wiles@ok.usda.gov)



# **CITY OF SAND SPRINGS**

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

Agenda Item # \_\_\_\_\_

**CITY OF SAND SPRINGS  
COUNCIL STAFF REPORT  
MEETING DATE: June 27<sup>th</sup>, 2016**

**SUBJECT:**

**Detachment – ORDINANCE NO. 1285 – a property situated in Section 35, Township 20 North, Range 11 East, Tulsa County, owned by Ringle Development, LLC, Generally Located at: East of North Martin Circle (Adjacent to the east boundary of Martin Hills).**

**LOCATION:**

The subject property is located in Section 35, Township 20 North, Range 11 East, Osage County and is generally located west East of North Martin Circle (Adjacent to the east boundary of Martin Hills). The subject property is further described as follows:

**See attached “Legal Description (Detachment Exhibit A)”**

The subject parcel is approximately 29.99 +/- acres .

**BACKGROUND AND HISTORY:**

A request for annexation was submitted by Ringle Development, LLC (Alan Ringle) via a letter dated June 9<sup>th</sup>, 2016 addressed to City Manager – Elizabeth Gray.

This subject property is located adjacent to the east side of Martin Hills Subdivision Block 4. An annexation was processed annexing a portion of the subject property in 1974 under Ordinance 362. Another annexation was processed annexing the remainder of the subject property in 1967 under Ordinance 230, then detached in 1976 by Ordinance 386, annexed in 1979 by Ordinance 473 (then a subsequent detachment created the remaining piece within the City Limits [Ordinance 843, 1994]).

This project is known by the property owner as Northridge Skyline. As of today the property being requested is in 5 parcels with 4 different property owners. There is currently one residential home that is under construction with the tract being requested for detachment. The City of Sand Springs issued a building permit on 2/11/16 (picked up on 2/12/16), to J. Madden Homes on behalf of Brian Cleavelin and Susie Tattershall with the following stipulations that were attached to the building permit and sent directly to the property owner and Ringle Development, LLC.

"Building Permit # 16-20325 is being **issued/approved** with the following conditions.

**Access:** A mutual access easement will be required from Oak Ridge Drive to the point that it will intersect with the driveway for the proposed house. During construction, the access road should be maintained with a base surface that is capable of supporting to support the weight of a large fire apparatus. The final road is required to have an all-weather surface, a total width of 20 feet, a minimum height clearance of 13'-6", and an approved turn-around for fire apparatus and go from Oak Ridge drive up to and including the individual driveway. We will need a final mutual access easement prior to occupancy. All weather surfacing shall be in place no longer than 90 days after CO is issued for this project.

**Addressing:** If the access is deemed a driveway, the house will be addressed from Oak Ridge Drive. If the access is a private roadway, the roadway can be named and individual addresses assigned.

**Fire Protection:** A water supply capable of supplying fire flows and a fire hydrant shall be located within 400' of the house (600' if the house is sprinkled). The hydrant shall be in place before substantial amounts of combustible building materials are in place on the building site. Fire access notes are shown above. Also, the City will need to know if the driveway or private roadway is to be gated so that arrangements can be made for public safety access.

**Water:** Final water connection and service plans will need to be provided to Public Works for approval of the watertap and location of lines.

**Sewer:** The property will be able to be served by an aerobic system. The City is in the process of amending Chapter 13, Section 13.12.020 and Section 13.12.030(D) of the Code of Ordinances for the City of Sand Springs to include a definition for acreage development and creating exemptions for sewer connections. This Ordinance amendment would allow for this property to be exempt from connecting to a Public Sanitary Sewer System. It is anticipated that this Ordinance change will be adopted by the City prior to sewer connection being needed. **(Resolved)**

**Building inspections:** Review of the house plan submittal has been completed and approved. The construction of the home shall meet the building requirements of the 2009 International Residential Code. There are no local amendments. If the site requires a cut/fill exceeding 6', an earth change permit would need to be submitted.

**Planning:** Review of the site plan has been completed and approved subject to a mutual access easement being filed of record with the County Clerk's Office to run perpetually with the land.

City staff can provide you with ordinance or code references for any of the above matters should you need them.

Additional, requirements may be required once review of outstanding submittal items have been made"

Another building permit has been submitted (June, 2016) by J. Madden Homes on behalf of Samuel and Kacee Price. This permit is on hold currently pending some of the above conditions being met to issue another building permit.

## **DEANNEXATION/DETACHMENT REQUIREMENTS**

The state laws that govern de-annexation and detachment (at Title 11) provide as follows:

### **Section 21-101 - Authority to Change Municipal Limits**

The municipal governing body by ordinance may add to the municipality territory adjacent or contiguous to its corporate limits and increase or diminish the corporate limits as the governing body deems desirable for the benefit of the municipality.

### **Section 21-110 - Detachment of Municipal Territory - Procedure**

A. Territory may be detached from the corporate limits of a municipality by the governing body when:

1. An ordinance of the governing body so directs; or
2. A petition requesting detachment, signed by at least three-fourths (  $3/4$  ) of the registered voters and by the owners of at least three-fourths (  $3/4$  ), in value, of the property to be detached, is filed with the governing body.

Only land which is within the limits of the municipality and upon its border and not laid out in lots and blocks, or land which had been annexed to a municipality, may be detached by petition.

B. Petitioners for detachment of municipal territory shall comply with the following procedures:

1. A true and complete unsigned copy of the petition requesting detachment shall be filed with the clerk of the municipality before it is circulated and signed by at least three-fourths (  $3/4$  ) of the registered voters and by the owners of at least three-fourths (  $3/4$  ), in value, of the property to be detached, as required by subsection A of this section;
2. Signed copies of the petition requesting detachment shall be filed with the clerk of the municipality within ninety (90) days after the initial filing of the unsigned copy with the clerk; and
3. Notice of the filing of the signed petition requesting detachment with the clerk of the municipality shall be given in the same manner provided for petitions requesting annexation.

Failure to comply with the notice requirement or the other procedures set forth in this subsection shall render the petition for detachment insufficient and no action thereon shall be required by the clerk or governing body of the municipality.

C. When signed copies of the petition requesting detachment are timely filed with the clerk of the municipality, the clerk shall determine the sufficiency of the signatures appearing on the petition. The clerk shall then publish, in at least one newspaper of general circulation in the municipality, a notice of the filing and the apparent sufficiency or insufficiency of the petition. Within ten (10) days following the publication, the governing body of the municipality shall hold a public hearing on the petition requesting detachment and take such action thereon as the governing body deems appropriate, which may include approval, denial, or deferral.

D. Appeal to the district court concerning any action by the clerk or governing body of the municipality on a petition requesting detachment shall be in the same manner provided for petitions requesting annexation.

The statute allows two methods for territory to be removed from city limits; the first, by ordinance, does not have any outline of any process that should be followed, but instead allows discretion to the city council. The detachment process provides a clear process that should be followed by council prior to approval.

#### **COUNCIL OPTIONS:**

- 1. Approve the de-annexation ordinance as requested by Ringle Development, LLC.**
  - a. Subject land would still be within the City of Sand Springs Water and Fire Service Districts.
  - b. Police Service would no longer be available to the subject property
  - c. City of Sand Springs Solid Waste Service would no longer be available to the subject property
  - d. Out of City Water Rates would be applied
- 2. Continue detachment request as submitted by Ringle Development, LLC until another meeting and send notice to affected property owners, to whatever extent council wants to provide notice.**
- 3. Request that the item be sent to the Sand Springs Planning Commission for consideration and recommendation.**
- 4. Instruct staff to process the detachment request per the City of Sand Springs Formal Detachment process.**
  - a. 2. A petition requesting detachment, signed by at least three-fourths ( 3/4 ) of the registered voters and by the owners of at least three-fourths ( 3/4 ), in value, of the property to be detached, is filed with the governing body. Only land which is within the limits of the municipality and upon its border and not laid out in lots and blocks, or land which had been annexed to a municipality, may be detached by petition. B. Petitioners for detachment of municipal territory shall comply with the following procedures: 1. A true and complete unsigned copy of the petition requesting detachment shall be filed with the clerk of the municipality before it is

circulated and signed by at least three-fourths (  $3/4$  ) of the registered voters and by the owners of at least three-fourths (  $3/4$  ), in value, of the property to be detached, as required by subsection A of this section; 2. Signed copies of the petition requesting detachment shall be filed with the clerk of the municipality within ninety (90) days after the initial filing of the unsigned copy with the clerk; and 3. Notice of the filing of the signed petition requesting detachment with the clerk of the municipality shall be given in the same manner provided for petitions requesting annexation. Failure to comply with the notice requirement or the other procedures set forth in this subsection shall render the petition for detachment insufficient and no action thereon shall be required by the clerk or governing body of the municipality.

- b. Formal notice will be given of a public meeting (Publication at least once each week for two (2) successive weeks in a newspaper of general circulation in the municipality.
- c. Additional notice may be required to be given to property owners and abutting property owners within 300' (if directed by Council).

**5. Deny the request for detachment**

- a. Appeal to the district court concerning any action by the clerk or governing body of the municipality on a petition requesting detachment shall be in the same manner provided for petitions requesting annexation.

**COMPILED BY:** Planning Staff

**APPROVED BY:** Brad T. Bates

**Attachments:**

Proposed Ordinance & Exhibits  
Applicant Submitted Documents

**ORDINANCE NO. 1285**

**AN ORDINANCE DETACHING CERTAIN LANDS FROM THE CORPORATE LIMITS OF SAND SPRINGS, OKLAHOMA, LOCATED IN SECTIONS 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, AND MORE PARTICULARLY DESCRIBED HEREINAFTER, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY**

**WHEREAS, ALAN J. RINGLE & SUSAN A. RINGLE H/W, SAMUEL A. PRICE & KACEE L PRICE H/W, BRIAN R CLEAVELIN & SUSIE L. TATTERSHALL H/W, and JAMES A. MAY** has formally requested that an area of land be deannexed from the corporate limits of the City of Sand Springs, Oklahoma; and,

**WHEREAS** this property is located on Oak Ridge Drive, approximately 1/8<sup>th</sup> mile east of the it's intersection with State Highway 97 and is more particularly described on the attached Exhibit "A";

**WHEREAS**, after due consideration of the facts and being sufficiently advised, the Sand Springs City Council hereby finds that the tract of land to be detached is currently within the existing corporate limits; and,

**WHEREAS**, it is deemed desirable and beneficial for the citizens of the City of Sand Springs, Oklahoma, that the land hereinafter described be detached from the corporate limits of the City of Sand Springs, Oklahoma.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA, AS FOLLOWS:**

Section One. That the following described tracts of land and real estate, to-wit, shall be detached from the corporate limits of the City of Sand Springs, Oklahoma:

**A TRACT OF LAND BEING A PART OF SECTION 35, T-20-N, R-11-E OSAGE CO., OK. AS DESCRIBED ON THE ATTACHED EXHIBIT "A"**

Section Two. Nothing in this ordinance shall repeal any existing fence line created by previous ordinances and any conflict with this ordinance and any other previous ordinance establishing the City of Sand Spring's fence line shall be resolved in favor of upholding the fence line annexation of ordinances.

Section Three. The Sand Springs City Council, by separate vote, on this \_ day of June, 2016, finds that this ordinance shall be immediately effective in order to protect the public safety, health and welfare and declares an emergency for that purpose.

**CITY OF SAND SPRINGS, OKLAHOMA**

\_\_\_\_\_  
**Mike Burdge, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Janice Almy, City Clerk**

**APPROVED TO FORM:**

\_\_\_\_\_  
**David L. Weatherford, City Attorney**

## **DETACHMENT EXHIBIT "A" 35-20-11**

### **LEGAL DESCRIPTION: PARCEL 1**

TRACT "E" - SW 1/4 NE 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN IN OSAGE COUNTY, OKLAHOMA

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN IN OSAGE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4), THENCE N 0° 10' 47" E ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) A DISTANCE OF 1,312.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 89° 53' 08" W ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) A DISTANCE OF 518.92 FEET TO A POINT IN THE EASTERLY BOUNDARY OF BLOCK 4, MARTIN HILLS ADDITION, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID BLOCK 4 AS FOLLOWS: THENCE S 72° 47' 46" E A DISTANCE OF 56.60 FEET. THENCE S 34°14'02" E A DISTANCE OF 732.62 FEET; THENCE S 6°07'11" W A DISTANCE OF 525.20 FEET; THENCE S 26°37'19"E A DISTANCE OF 186.46 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4); THENCE S 89°45'20" E A DISTANCE OF 21.06 FEET TO THE POINT OF BEGINNING.

#### **LESS AND EXCEPT #1**

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK 4, MARTIN HILLS ADDITION, AN ADDITION IN OSAGE COUNTY, OKLAHOMA; THENCE N 34°14'02" W ALONG THE EAST LINE OF SAID LOT 15 A DISTANCE OF 93 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 15; THENCE N 55°45'58"E A DISTANCE OF 325.68 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SAID SECTION 35; THENCE S 0° 10' 47" W ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) A DISTANCE OF 112.73 FEET TO A POINT; THENCE S 55°45'58" W A DISTANCE OF 261.97 FEET, TO THE POINT OF BEGINNING.

## **LESS AND EXCEPT #2**

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4), THENCE N 0° 10' 47" E ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) A DISTANCE OF 755.27 FEET TO THE POINT OF BEGINNING; THENCE S70°54'40"W ALONG AN EXISTING FENCE A DISTANCE OF 82.87 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 4, MARTIN HILLS ADDITION; THENCE N 34°14'02" W ALONG THE EAST LINE OF LOTS 13 AND 14, BLOCK 4, MARTIN HILLS ADDITION, A DISTANCE OF 245.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE N 55 °45'58" E A DISTANCE OF 20.00 FEET; THENCE S67°19'28"E A DISTANCE OF 126.52 FEET, TO A FENCE; THENCE N 55°45'58" E ALONG AN EXISTING FENCE A DISTANCE OF 100.28 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SAID SECTION 35; THENCE S 0° 10' 47" W ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) A DISTANCE OF 194.54 FEET TO THE POINT OF BEGINNING.

## **AND**

THE W/2 W/2 SE/4 NE/4; AND THE DIAGONAL SW/2 E/2 W/2 SE/4 NE/4; AND THE DIAGONAL SW/2 SW/4 SW/4 NE/4 NE/4; AND THE S/2 S/2 NW/4 NE/4 LYING NORTH AND EAST OF OAK RIDGE DRIVE LESS THE WEST 20 FEET THEREOF; AND THE NW/4 SW/4 NW/4 NE/4 LESS THE WEST 20 FEET THEREOF; AND THE S/2 S/2 S/2 SW/4 NW/4 NW/4 NE/4 LESS THE WEST 20 FEET THEREOF; AND THE S/2 S/2 SW/4 SE/4 NW/4 NW/4 NE/4; AND THE W/2 NE/4 SW/4 NW/4 NE/4, ALL IN SECTION 35, T-20N, R11E, OSAGE COUNTY, OKLAHOMA,

## **TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:**

ALL THAT PART OF THE SW/4 NE/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID SW/4 NE/4, 246.88 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE N 89°53'11" E ALONG THE NORTH BOUNDARY OF SAID SW/4 NE/4 A DISTANCE OF 53.17 FEET; THENCE S 57°15'50" W A DISTANCE OF 44.25 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF OAK RIDGE DRIVE; THENCE N 33°46'53" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAK RIDGE DRIVE A DISTANCE OF 28.67 FEET TO THE POINT OF BEGINNING, CONTAINING 634 SQUARE FEET, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:**

**1ST LESS AND EXCEPT**

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, T-20-N, R-11-E, OSAGE COUNTY, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER ;THENCE S89°53'11"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1079.68 FEET TO A POINT ON OAK RIDGE DRIVE RIGHT-OF-WAY; THENCE N33°47'10"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 15.91 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 429.71 FEET, AN ARC DISTANCE OF 96.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 429.71 FEET, AN ARC DISTANCE OF 184.88 FEET; TO A POINT 20 FEET EAST OF THE WEST LINE OF NW/4 NE/4; THENCE N00°01'32"E PARALLEL TO LAST SAID LINE A DISTANCE OF 511.44 FEET, TO A POINT ON THE SOUTH LINE OF THE S/2 S/2 S/2 SW/4 NW/4 NW/4 NE/4; THENCE N89°42'10"E ALONG THE LAST SAID LINE A DISTANCE OF 478.13 FEET TO A POINT ON THE EAST LINE OF THE W/2 E/2 W/2 NW/4 NE/4; THENCE S 00°04'52" W ALONG THE LAST SAID LINE A DISTANCE OF 367.58 FEET, TO A POINT ON THE NORTH LINE OF THE S/2 S/2 NW/4 NE/4; THENCE S 53°12'15" W A DISTANCE OF 401.83 FEET TO THE POINT OF BEGINNING, CONTAINING 5.6 ACRES, MORE OR LESS.

**2ND LESS AND EXCEPT**

A TRACT OF LAND BEING A PART OF LOTS 19 AND 20, BLOCK 4, MARTIN HILLS, AN ADDITION IN OSAGE COUNTY, OKLAHOMA AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4) OF SECTION 35, T-20-N, R-11-E, OSAGE COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, BLOCK 4, OF SAID MARTIN HILLS; THENCE N 00°00'03" E A DISTANCE OF 27.43 FEET; THENCE S 89°59'57" E A DISTANCE OF 243.07 FEET; THENCE S 00°00'03" W A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NW/4, NE/4, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 19, BLOCK 4, OF SAID MARTIN HILLS; THENCE S 89°53'11" W ALONG THE SOUTH LINE OF SAID NW/4, NE/4 A DISTANCE OF 100.46 FEET TO A POINT ON THE WEST LINE OF SAID LOT 19 AND THE EAST LINE OF SAID LOT 20; THENCE CONTINUING S 89°53'11" W ALONG SAID SOUTH LINE A DISTANCE OF 135.15 FEET TO A POINT ON THE WEST LINE OF SAID LOT 20; THENCE N 08°00'08" W ALONG THE WEST LINE OF SAID LOT 20 A DISTANCE OF 53.56 FEET TO THE POINT OF BEGINNING.

**3RD LESS AND EXCEPT**

ALL THAT PART OF THE NW/4 NE/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH BOUNDARY OF SAID NW/4 NE/4, 300.03 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE N 57°15'50" E A DISTANCE OF 99.08 FEET; THENCE DUE EAST A DISTANCE OF 181.00 FEET; THENCE S 8°00'00" E A DISTANCE OF 53.56 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID NW/4, NE/4, 755.25 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE S 89°53'11" W ALONG SAID SOUTH BOUNDARY LINE A DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING, CONTAINING 12,059 SQUARE FEET OR 0.27684 ACRES.

AND

**LEGAL DESCRIPTION: PARCEL 2**

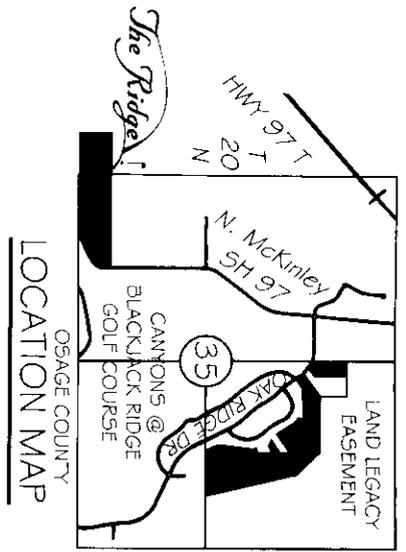
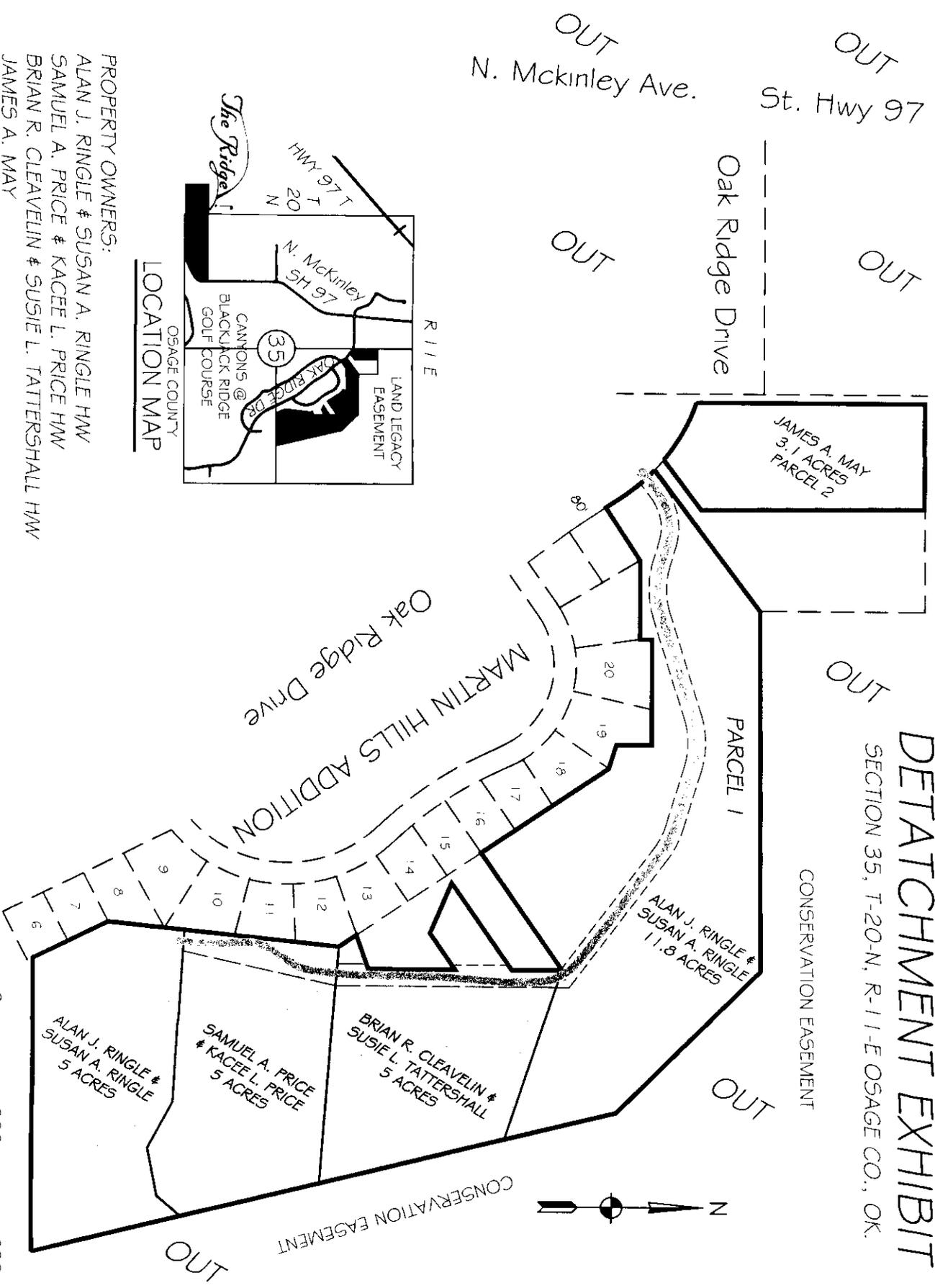
A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, T-20-N, R-11-E, OSAGE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER ;THENCE S89°53'11"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1079.68 FEET TO A POINT ON OAK RIDGE DRIVE RIGHT-OF-WAY; THENCE N33°47'10"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 15.91 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 429.71 FEET, AN ARC DISTANCE OF 126.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 429.71 FEET, AN ARC DISTANCE OF 153.08 FEET; TO A POINT 20 FEET EAST OF THE WEST LINE OF NW/4 NE/4; THENCE N00°01'32"E PARALLEL TO LAST SAID LINE A DISTANCE OF 511.44 FEET, TO A POINT ON THE SOUTH LINE OF THE S/2 S/2 S/2 SW/4 NW/4 NE/4; THENCE N89°42'10"E ALONG THE LAST SAID LINE A DISTANCE OF 244.13 FEET TO A POINT ; THENCE S 00°27'51" E A DISTANCE OF 500.52 FEET; THENCE S 53°12'15" W A DISTANCE OF 144.11 FEET TO THE POINT OF BEGINNING, CONTAINING 3.07 ACRES, MORE OR LESS.

# DETATCHMENT EXHIBIT

SECTION 35, T-20-N, R-11-E OSAGE CO., OK.

CONSERVATION EASEMENT



PROPERTY OWNERS:  
 ALAN J. RINGLE & SUSAN A. RINGLE HW  
 SAMUEL A. PRICE & KACEE L. PRICE HW  
 BRIAN R. CLEAVELIN & SUSIE L. TATTERSHALL HW  
 JAMES A. MAY



*Sent via Email w/all attachments &  
Certified Mail, Return Receipt Requested*

June 9, 2016

Ms. Elizabeth Gray  
City Manager  
City of Sand Springs  
P.O. Box 338  
Sand Springs, Ok. 74063



Dear Ms. Gray

Re: Detachment of parcels in Section 34 and 35, T-20-N, R-11-E, Osage Co., Oklahoma

Attached please find the following documents for the referenced detachment:

Oakridge Drive Parcels:

- Draft detachment ordinance
- Legal description – Exhibit “A”
- Aerial Exhibit
- Graphic Exhibit
- Ordinance #632 – detachment of the lands north and east of subject tract

The Ridge subdivision:

- Draft detachment ordinance with legal description
- Final Plat Exhibit – 2 pages
- Ordinance # 1203 - Original annexation
- City Council Minutes for annexation and Water Line acceptance
- Sworn affidavit

Please note that the City of Sand Springs has no public streets, sewers, storm sewers, street lights or other infrastructure situated on the referenced properties other than waterlines that are in easements. The platting of The Ridge was processed thru Osage county planning and zoning.

I will make myself available to visit with you, your associates or our City Councilors as we proceed with the detachment of these properties from the City of Sand Springs.

I look forward to the conclusion of the referenced detachment as time is of the essence.

Please feel free to call or write with any questions,

Sincerely,

Alan J. Ringle



# CITY OF SAND SPRINGS

100 E. Broadway St • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

February 10, 2016

Ref: Cleavelin Tattershall Custom Residence

Alan Ringle  
Ringle Development  
5615 N. State HWY 97  
Sand Springs, OK 74063

Mr. Ringle,

Building Permit # **16-20325** is being **issued/approved** with the following conditions.

**Access:** A mutual access easement will be required from Oak Ridge Drive to the point that it will intersect with the driveway for the proposed house. During construction, the access road should be maintained with a base surface that is capable of supporting to support the weight of a large fire apparatus. The final road is required to have an all-weather surface, a total width of 20 feet, a minimum height clearance of 13'-6", and an approved turn-around for fire apparatus and go from Oak Ridge drive up to and including the individual driveway. We will need a final mutual access easement prior to occupancy. All weather surfacing shall be in place no longer than 90 days after CO is issued for this project.

**Addressing:** If the access is deemed a driveway, the house will be addressed from Oak Ridge Drive. If the access is a private roadway, the roadway can be named and individual addresses assigned.

**Fire Protection:** A water supply capable of supplying fire flows and a fire hydrant shall be located within 400' of the house (600' if the house is sprinkled). The hydrant shall be in place before substantial amounts of combustible building materials are in place on the building site. Fire access notes are shown above. Also, the City will need to know if the driveway or private roadway is to be gated so that arrangements can be made for public safety access.

**Water:** Final water connection and service plans will need to be provided to Public Works for approval of the watertap and location of lines.

**Sewer:** The property will be able to be served by an aerobic system. The City is in the process of amending Chapter 13, Section 13.12.020 and Section 13.12.030(D) of the Code of Ordinances for the City of Sand Springs to include a definition for acreage development and creating exemptions for sewer connections. This Ordinance amendment would allow for this property to be exempt from connecting to a Public Sanitary Sewer System. It is anticipated that this Ordinance change will be adopted by the City prior to sewer connection being needed.

**Building inspections:** Review of the house plan submittal has been completed and approved. The construction of the home shall meet the building requirements of the 2009 International Residential Code. There are no local amendments. If the site requires a cut/fill exceeding 6', an earth change permit would need to be submitted.

**Planning:** Review of the site plan has been completed and approved subject to a mutual access easement being filed of record with the County Clerk's Office to run perpetually with the land.

City staff can provide you with ordinance or code references for any of the above matters should you need them.

Additional requirements may be required once review of outstanding submittal items have been made.

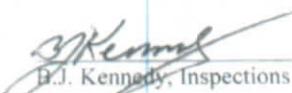
Approved to Form by:

  
Brad Bates, Planning

2/10/16  
Date

  
T.J. Davis, Public Works

02-10-16  
Date

  
B.J. Kennedy, Inspections

2/10/16  
Date

  
Stan Smith, Fire Marshal

2/10/16  
Date



# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

February 10, 2016

Ref: Cleavelin Tattershall Custom Residence

John Madden IV  
J. Madden Homes  
PO BOX 52612  
Tulsa OK 74152

Mr. Madden,

Building Permit # **16-20325** is being **issued/approved** with the following conditions.

**Access:** A mutual access easement will be required from Oak Ridge Drive to the point that it will intersect with the driveway for the proposed house. During construction, the access road should be maintained with a base surface that is capable of supporting to support the weight of a large fire apparatus. The final road is required to have an all-weather surface, a total width of 20 feet, a minimum height clearance of 13'-6", and an approved turn-around for fire apparatus and go from Oak Ridge drive up to and including the individual driveway. We will need a final mutual access easement prior to occupancy. All weather surfacing shall be in place no longer than 90 days after CO is issued for this project.

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Approved to Form by:

  
Brad Bates, Planning  
2/10/16  
Date

  
F.J. Davis, Public Works  
02-10-16  
Date

  
B.J. Kennedy, Inspections  
2/10/16  
Date

  
Stan Smith, Fire Marshal  
2/10/16  
Date

# DETACHMENT EXHIBIT

SECTION 35, T-20-N, R-11-E OSAGE CO., OK.

CONSERVATION EASEMENT



PROPERTY OWNERS:  
ALAN J. RINGLE & SUSAN A. RINGLE HW  
SAMUEL A. PRICE & KACEE L. PRICE HW  
BRIAN R. CLEAVELIN & SUSIE L. TATTERSHALL HW  
JAMES A. MAY

OSAGE COUNTY  
LOCATION MAP





# CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063  
Phone: 918.246.2500 • sandspringsok.org

Agenda Item # \_\_\_\_\_

## CITY OF SAND SPRINGS COUNCIL STAFF REPORT

MEETING DATE: June 27<sup>th</sup>, 2016

### SUBJECT:

**Detachment – ORDINANCE NO. 1286 – a property situated in Section 34, Township 20 North, Range 11 East and Section 35, Township 20 North, Range 11 East, Tulsa County, owned by Ringle Development, LLC, Located: West of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course**

### LOCATION:

The subject property is located in Sections 34 & 35, Township 20 North, Range 11 East, Osage County and is generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course. The subject property is further described as follows:

A tract of land situated in Lot 1 Section 35 and in Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1 Section 35 T-20-N, R-11-E, of the I.B.M. Osage County, Oklahoma lying west of State Highway 97

And

The east 600 feet of Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

And have caused said real property to be surveyed, staked and platted into Lots, a Reserve, 2 Blocks, and a Street in conformity with the plat herewith and have caused the same to be named and designated, "THE RIDGE", an addition to Osage County, OK., Plat#191 & being part of Sections 34 & 35, T-20-N, R-11-E OSAGE CO., OK.

The subject parcel is approximately 19.70 acres.

### BACKGROUND AND HISTORY:

An application for annexation was filed for by Ringle Development, LLC (Alan Ringle) on August 19<sup>th</sup>, 2010.

City Planner Rachel Clyne brought the request for annexation before the Sand Springs Planning Commission on September 20<sup>th</sup>, 2010 for discussion purposes only. The request was already set for a Public Hearing before the City Council on October 11<sup>th</sup>, 2010. City Council at the October 11<sup>th</sup>, 2010 meeting sent the annexation request back to the Sand Springs Planning

Commission and recommendation to City Council. The Sand Springs Planning Commission heard and recommended this property for Annexation on October 18<sup>th</sup>, 2010 with a vote of 6-0-0. The Sand Springs City Council voted (6-0-0) to approve Ordinance 1203 on October 25, 2010. The Ordinance was filed with the Tulsa County Clerk's office on 10/29/2015.

Ordinance 1203 brought the property into the City of Sand Springs as RS-3 (Residential Single-Family) zoned property. Additionally, the ordinance included a Service Plan outlined below:

**"Services provided upon annexation will consist of Police, Fire, Animal Control, Inspections and Planning. Upon annexation the properties will be within City of Sand Springs storm water jurisdiction; any requirements for a storm water study are waived in exchange for an understanding with the applicant that the parties will endeavor to create property set-aside for regional detention in conjunction with other property owners. The City makes no representation concerning the sufficiency of storm water detention for the annexed property, and any future storm water repair or upgrades will remain the responsibility of the homeowners. City water service will be provided at in-city water rates, and by this Ordinance City accepts the attached water line to serve the above referenced property. Sewer services are not available at this time and are not planned. Solid Waste will be provided by the city. No streets are included in this annexation, and street repair and maintenance will remain the responsibility homeowners association.**

In cases of conflict between subdivision regulations and plat specifications, the plat specifications shall control. **Prior to construction of a residence on a specific lot, and for a period of three years, whichever is longer, the City's restrictions on lot grading for removal of brush and trees, and burning shall not apply unless having a detrimental impact on adjoining property.**

Within 60 days, the City will schedule a meeting with appropriate city staff to discuss development and/or de-annexation of other parcels owned by applicant."

The subject property that is requested for detachment is platted into 27 lots with one existing home on the property. There is a southern piece of land (that is within Tulsa County) that is not platted and not a part of this detachment request submitted. This piece of property has two residential single-family homes on it.

## **DEANNEXATION/DETACHMENT REQUIREMENTS**

The state laws that govern de-annexation and detachment (at Title 11) provide as follows:

### **Section 21-101 - Authority to Change Municipal Limits**

The municipal governing body by ordinance may add to the municipality territory adjacent or contiguous to its corporate limits and increase or diminish the corporate limits as the governing body deems desirable for the benefit of the municipality.

### **Section 21-110 - Detachment of Municipal Territory - Procedure**

A. Territory may be detached from the corporate limits of a municipality by the governing body when:

1. An ordinance of the governing body so directs; or
2. A petition requesting detachment, signed by at least three-fourths (  $3/4$  ) of the registered voters and by the owners of at least three-fourths (  $3/4$  ), in value, of the property to be detached, is filed with the governing body.

Only land which is within the limits of the municipality and upon its border and not laid out in lots and blocks, or land which had been annexed to a municipality, may be detached by petition.

B. Petitioners for detachment of municipal territory shall comply with the following procedures:

1. A true and complete unsigned copy of the petition requesting detachment shall be filed with the clerk of the municipality before it is circulated and signed by at least three-fourths (  $3/4$  ) of the registered voters and by the owners of at least three-fourths (  $3/4$  ), in value, of the property to be detached, as required by subsection A of this section;
2. Signed copies of the petition requesting detachment shall be filed with the clerk of the municipality within ninety (90) days after the initial filing of the unsigned copy with the clerk; and
3. Notice of the filing of the signed petition requesting detachment with the clerk of the municipality shall be given in the same manner provided for petitions requesting annexation.

Failure to comply with the notice requirement or the other procedures set forth in this subsection shall render the petition for detachment insufficient and no action thereon shall be required by the clerk or governing body of the municipality.

C. When signed copies of the petition requesting detachment are timely filed with the clerk of the municipality, the clerk shall determine the sufficiency of the signatures appearing on the petition. The clerk shall then publish, in at least one newspaper of general circulation in the municipality, a notice of the filing and the apparent sufficiency or insufficiency of the petition. Within ten (10) days following the publication, the governing body of the municipality shall hold a public hearing on the petition requesting detachment and take such action thereon as the governing body deems appropriate, which may include approval, denial, or deferral.

D. Appeal to the district court concerning any action by the clerk or governing body of the municipality on a petition requesting detachment shall be in the same manner provided for petitions requesting annexation.

The statute allows two methods for territory to be removed from city limits; the first, by ordinance, does not have any outline of any process that should be followed, but instead allows discretion to the city council. The detachment process provides a clear process that should be followed by council prior to approval.

**COUNCIL OPTIONS:**

- 1. Approve the de-annexation ordinance as requested by Ringle Development, LLC.**
  - a. Subject land would still be within the City of Sand Springs Water and Fire Service Districts.
  - b. Police Service would no longer be available to the subject property
  - c. City of Sand Springs Solid Waste Service would no longer be available to the subject property
  - d. Out of City Water Rates would be applied
  
- 2. Continue detachment request as submitted by Ringle Development, LLC until another meeting and send notice to affected property owners, to whatever extent council wants to provide notice.**
  
- 3. Request that the item be sent to the Sand Springs Planning Commission for consideration and recommendation.**
  
- 4. Instruct staff to process the detachment request per the City of Sand Springs Formal Detachment process.**
  - a. 2. A petition requesting detachment, signed by at least three-fourths ( 3/4 ) of the registered voters and by the owners of at least three-fourths ( 3/4 ), in value, of the property to be detached, is filed with the governing body. Only land which is within the limits of the municipality and upon its border and not laid out in lots and blocks, or land which had been annexed to a municipality, may be detached by petition. B. Petitioners for detachment of municipal territory shall comply with the following procedures: 1. A true and complete unsigned copy of the petition requesting detachment shall be filed with the clerk of the municipality before it is circulated and signed by at least three-fourths ( 3/4 ) of the registered voters and by the owners of at least three-fourths ( 3/4 ), in value, of the property to be detached, as required by subsection A of this section; 2. Signed copies of the petition requesting detachment shall be filed with the clerk of the municipality within ninety (90) days after the initial filing of the unsigned copy with the clerk; and 3. Notice of the filing of the signed petition requesting detachment with the clerk of the municipality shall be given in the same manner provided for petitions requesting annexation. Failure to comply with the notice requirement or the other procedures set forth in this subsection shall render the petition for detachment insufficient and no action thereon shall be required by the clerk or governing body of the municipality.
  - b. Formal notice will be given of a public meeting (Publication at least once each week for two (2) successive weeks in a newspaper of general circulation in the municipality.
  - c. Additional notice may be required to be given to property owners and abutting property owners within 300' (if directed by Council).

**5. Deny the request for detachment**

- a. Appeal to the district court concerning any action by the clerk or governing body of the municipality on a petition requesting detachment shall be in the same manner provided for petitions requesting annexation.

**COMPILED BY:** Planning Staff

**APPROVED BY:** Brad T. Bates

**Attachments:**

Proposed Ordinance & Exhibits

City Minutes

Applicant Submitted Documents

**ORDINANCE NO. 1286**

**AN ORDINANCE DETACHING CERTAIN LANDS FROM THE CORPORATE LIMITS OF SAND SPRINGS, OKLAHOMA, LOCATED IN SECTIONS 34 & 35, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, AND MORE PARTICULARLY DESCRIBED HEREINAFTER, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY**

**WHEREAS, RINGLE DEVELOPMENT LLC.,** has formally requested that an area of land be deannexed from the corporate limits of the City of Sand Springs, Oklahoma; and,

**WHEREAS,** this property totals approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Tulsa County;

**WHEREAS,** after due consideration of the facts and being sufficiently advised, the Sand Springs City Council hereby finds that the tract of land to be detached is currently within the existing corporate limits; and,

**WHEREAS,** it is deemed desirable and beneficial for the citizens of the City of Sand Springs, Oklahoma, that the land hereinafter described be detached from the corporate limits of the City of Sand Springs, Oklahoma.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA, AS FOLLOWS:**

Section One. That the following described tracts of land and real estate, to-wit, shall be detached from the corporate limits of the City of Sand Springs, Oklahoma:

**THE RIDGE, AN ADDITION TO OSAGE COUNTY, OK., PLAT#191 & BEING A PART OF SECTIONS 34 & 35, T-20-N, R-11-E OSAGE CO., OK.**

Section Two. Nothing in this ordinance shall repeal any existing fence line created by previous ordinances and any conflict with this ordinance and any other previous ordinance establishing the City of Sand Spring's fence line shall be resolved in favor of upholding the fence line annexation of ordinances.

Section Three. The Sand Springs City Council, by separate vote, on this \_ day of June, 2016, finds that this ordinance shall be immediately effective in order to protect the public safety, health and welfare and declares an emergency for that purpose.

**CITY OF SAND SPRINGS, OKLAHOMA**

\_\_\_\_\_  
**Mike Burdge, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Janice Almy, City Clerk**

**APPROVED TO FORM:**

\_\_\_\_\_  
**David L. Weatherford, City Attorney**

FINAL PLAT OF

# The Ridge

AN ADDITION TO OSAGE COUNTY IN LOT 1, SECTION 35 AND LOT 4, SECTION 34,  
TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, OKLAHOMA

OSAGE COUNTY  
19.70 ACRES  
27 LOTS  
1 RESERVE  
2 BLOCKS

OWNER

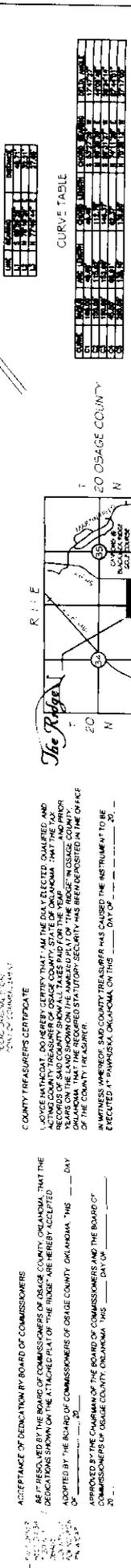
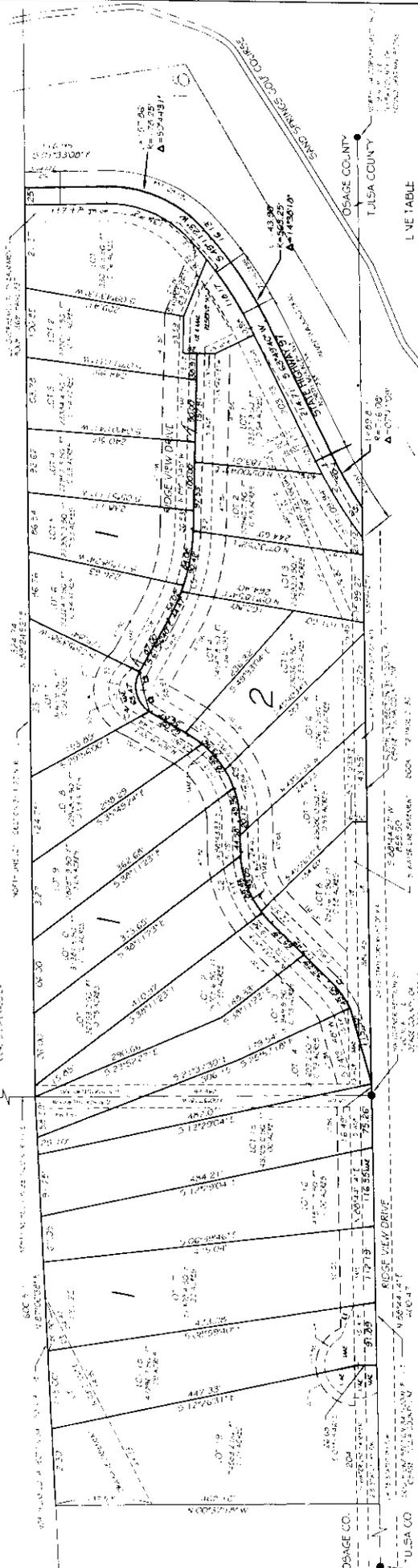
RINGLE DEVELOPMENT L.L.C.  
5801 NORTH HIGHWAY 97  
SAND SPRINGS, OK 74063  
PH (918) 637-2452

SURVYOR

RINGLE PLANNING & SURVEYING, INC.  
5901 NORTH HIGHWAY 97  
SAND SPRINGS, OK 74063  
PH (918) 745-5795

- LOT 1 - RESERVE
- LOT 2 - RESERVE
- LOT 3 - RESERVE
- LOT 4 - RESERVE
- LOT 5 - RESERVE
- LOT 6 - RESERVE
- LOT 7 - RESERVE
- LOT 8 - RESERVE
- LOT 9 - RESERVE
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- LOT 97 - RESERVE
- LOT 98 - RESERVE
- LOT 99 - RESERVE
- LOT 100 - RESERVE

PLAT NUMBER



COUNTY TREASURERS CERTIFICATE

I, JUDGE MATHEW D. DOHERTY, CERTIFY THAT, AM THE DAILY ELECTED QUALIFIED AND  
 LEGALLY AUTHORIZED COUNTY TREASURER OF OSAGE COUNTY, STATE OF OKLAHOMA, THAT THE TAX  
 RECORDS CAN BE FOUND IN THE OFFICE OF THE COUNTY TREASURER, OSAGE COUNTY, OKLAHOMA,  
 YEARS ON THE LAND SHOWN ON THE ANNEKED PLAT OF "THE RIDGE" IN OSAGE COUNTY,  
 OF THE PLAT IN THE DISBURSED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE  
 OF THE COUNTY TREASURER, OSAGE COUNTY, OKLAHOMA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTE: OSAGE COUNTY, OKLAHOMA, HAS CAUSED THE INSTRUMENT TO BE  
 EXCLUDED AT "PAINLESS" OKLAHOMA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY TREASURER OSAGE COUNTY, OKLAHOMA

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

I, \_\_\_\_\_, COUNTY CLERK, HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL  
 DEVELOPMENT IN OSAGE COUNTY, OKLAHOMA, AND I HEREBY APPROVE THIS PLAT FOR THE USE OF PUBLIC WATER  
 SYSTEMS AND PRIVATE SEWAGE SYSTEMS.

NOTE: ONCE PLAT APPROVAL HAS BEEN OBTAINED FROM THE DEPARTMENT OF ENVIRONMENTAL  
 QUALITY, NO MAJOR SOIL MODIFICATION MAY OCCUR IN AN AREA DESIGNED FOR SEPTIC  
 SYSTEM DISPOSAL.

RESTRICTIONS TO APPROVAL: STATE APPROVED ON-SITE SYSTEMS ONLY.

ACCEPTANCE OF ZONATION BY BOARD OF COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THAT THE  
 ZONATION SHOWN ON THE ATTACHED PLAT OF "THE RIDGE" ARE HEREBY ACCEPTED  
 AND ADOPTED BY THE BOARD OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS AND THE BOARD OF  
 COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN \_\_\_\_\_

ATTEST COUNTY CLERK \_\_\_\_\_

PLANNING COMMISSION APPROVAL

OF THE  
 PAINLESS OSAGE COUNTY METROPOLITAN AREA PLANNING COMMISSION, I HEREBY CERTIFY  
 THAT THE SAID COMMISSION HAS APPROVED THE ANNEKED MAP OF THE RIDGE ON THE  
 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COMMISSIONER OF THE PAINLESS OSAGE COUNTY METROPOLITAN AREA PLANNING  
 COMMISSION \_\_\_\_\_

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

DEPARTMENT OF ENVIRONMENTAL QUALITY  
 ENVIRONMENTAL SPECIALIST

OSAGE COUNTY

19.70 ACRES

27 LOTS

1 RESERVE

2 BLOCKS

MEASUREMENT ON  
 3/4" BOTTOM SCALE, PLS. 5200.  
 50' AT ALL POINTS UNLESS NOTED  
 AFTER CONSTRUCTION  
 5 08 44 27' N

FINAL PLAT OF

*The Ridge*

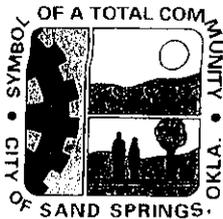
DECEMBER 4, 2009 sheet 212

THE BEARINGS AND STOKES ARE  
 BASED ON THE SOUTH LINE OF  
 SECTION 35 - 25-28-11 E  
 S 08 44 27' N

THE BEARINGS AND STOKES ARE  
 BASED ON THE SOUTH LINE OF  
 SECTION 35 - 25-28-11 E  
 S 08 44 27' N







City of

# SAND SPRINGS

PO BOX 338 • 100 EAST BROADWAY STREET • SAND SPRINGS, OKLAHOMA 74063-0338 • (918) 246-2500 • FAX (918) 245-7101

January 6, 2011

Mr. & Mrs. Alan Ringle  
5801 N. Highway 97  
Sand Springs, OK 74063

RE: Annexation of The Ridge Addition, Osage County  
Ord. No. 1203

Dear Alan and Susan :

On October 25, 2010, the Sand Springs City Council approved Ordinance No. 1203 annexing the above property into the municipal limits of the City of Sand Springs. Enclosed is a copy of the stamped ordinance which has been filed with the Tulsa County Clerk.

If you have any questions, please do not hesitate to call me at 246-2575.

Very Respectfully,

Susan R. Pitts  
Community Development Coordinator

Encl.



**ORDINANCE NO. 1203**

5  
16002  
16500  
OK

AN ORDINANCE EXTENDING THE CORPORATE LIMITS BY ANNEXING CERTAIN LANDS LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, AND, IN SAND SPRINGS WARD BOUNDARY DISTRICT 2, AND MORE PARTICULARLY DESCRIBED HEREINAFTER, WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SAND SPRINGS, PROVIDING FOR RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-3) OF THE ANNEXED AREA, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Ringle Development LLC is the owner of real property described herein and has consented to annexation of the described property into the city limits of the City of Sand Springs, Oklahoma, effective January 1, 2011 and

WHEREAS, after due consideration of the facts and being sufficiently advised, the City Council hereby finds that all requirements necessary for annexation have been met, including proper notice, and specifically finds that the tract to be annexed is adjacent and contiguous to the existing city limits and serves a municipal purpose by providing a more uniform boundary for the city and serves to connect previously unconnected portions of existing city limits.

WHEREAS, it is deemed desirable and beneficial for the citizens of the City of Sand Springs, Oklahoma, that the properties hereinafter described be annexed into the Municipal Limits within the Zoning District of Residential Single-Family High Density (RS-3) and in Sand Springs Ward Boundary District two (2).

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA,

SECTION I. That the following described tracts of land and real estate, to-wit:

A tract of land situated in Lot 1 Section 35 and in Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1 Section 35 T-20-N, R-11-E, of the I.B.M. Osage County, Oklahoma lying west of State Highway 97

And

The east 600 feet of Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

And have caused said real property to be surveyed, staked and platted into Lots, a Reserve, 2 Blocks, and a Street in conformity with the plat herewith and have caused the same to be named and designated "The Ridge," to Osage County, Oklahoma.

totaling approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Tulsa County;

BK 1434 PG 0831

007282

CITY OF SAND SPRINGS  
FINANCE DEPT.  
P. O. BOX 336  
SAND SPRINGS, OKLA 74063

R

be here and the same annexed to and declared to be hereafter included within the Corporate Limits of the City of Sand Springs, Oklahoma, within the Zoning District of Residential Single-Family High Density (RS-3), and in Sand Springs Ward Boundary District 2.

**SECTION 2:** That from and after January 1, 2011, the property hereinabove described shall be a part of the City of Sand Springs, Oklahoma, and all persons thereon and all property situated thereon shall be, and are hereby declared to be, subject to the jurisdiction, control, laws and Ordinances of the City of Sand Springs, Oklahoma, in all respects and particulars.

**SECTION 3: SERVICE PLAN:** Services provided will be consistent with the City of Sand Springs Municipal Services Plan for Areas Proposed for Annexation dated October 27, 2004, approved by City Council on December 20, 2004, subject to the following provisions:

Services provided upon annexation will consist of Police, Fire, Animal Control, Inspections and Planning. Upon annexation the properties will be within City of Sand Springs storm water jurisdiction; any requirements for a storm water study are waived in exchange for an understanding with the applicant that the parties will endeavor to create property set-aside for regional detention in conjunction with other property owners. The City makes no representation concerning the sufficiency of storm water detention for the annexed property, and any future storm water repair or upgrades will remain the responsibility of the homeowners.

City water service will be provided at in-city water rates, and by this ordinance City accepts the attached water line to serve the above referenced property. Sewer services are not available at this time and are not planned. Solid Waste will be provided by the city. No streets are included in this annexation, and street repair and maintenance will remain the responsibility of homeowners association.

**In cases of conflict between subdivision regulations and plat specifications, the plat specifications shall control. Prior to construction of a residence on a specific lot, and for a period of three years, whichever is longer, the City's restrictions on lot grading for removal of brush and trees, and burning shall not apply unless having a detrimental impact on adjoining property.**

**Within 60 days, the City will schedule a meeting with appropriate city staff to discuss development and/or de-annexation of other parcels owned by applicant.**

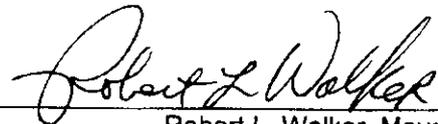
**SECTION 4:** By separate vote, the provisions of this Ordinance shall, upon passage, take effect upon publication.

PASSED AND APPROVED, WITH AN EFFECTIVE DATE OF January 1, 2011 in a regular meeting of the Council of the City of Sand Springs, Oklahoma, held on the 25<sup>th</sup> day of October, 2010.

BK 1434960832



  
E. Bruce Ford, City Clerk

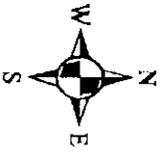
  
Robert L. Walker, Mayor

APPROVED AS TO FORM:



David L. Weatherford, City Attorney

BK 1434 PG 0833



BK 1434 PG 0834

# THE RIDGE

N MCKINLEY AV

TO BE ANNEXED

Tulsa County/Osage County Line

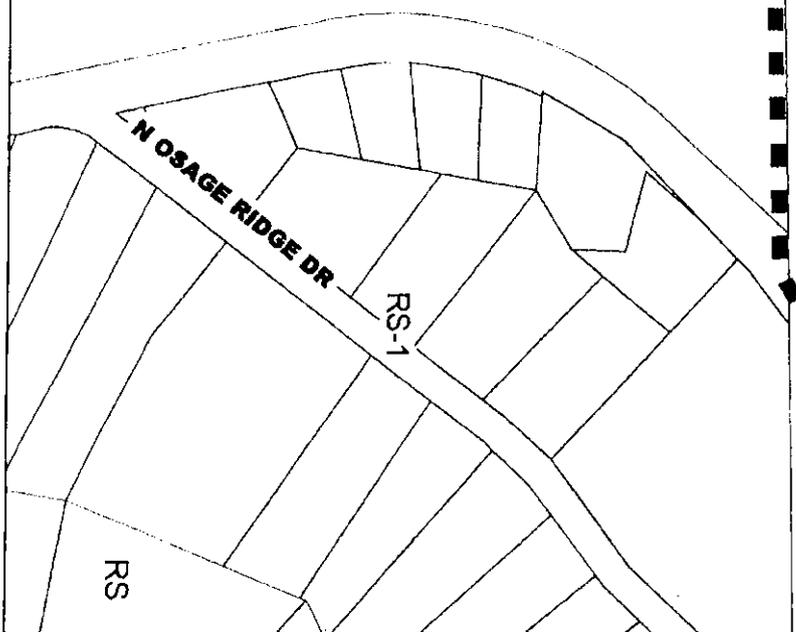
AG

The Ridge Addition  
19.70 Acres  
Ringle Development, LLC

STR 34/35-20N-11E



September 2010



**PETITION FOR ANNEXATION**  
**Into the City Limits of Sand Springs**

The undersigned, Ringle Development, LLC, herewith requests

that the property described as:

In Osage County:

A tract of land situated in Lot 1, Section 35 and in Lot 4, Section 34, Township 20N, Range 11E of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

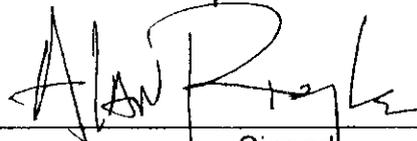
All of Lot 1, Section 35, Township 20N, Range 11E, of the I.B.M., Osage County, Oklahoma, lying west of State Highway 97  
and

The East 600 feet of Lot 4, Section 34, Township 20N, Range 11E, of the I.B.M., Osage County, Oklahoma, which was surveyed, staked and platted into lots, a Reserve, 2 Blocks and a street in conformity with Plat Number 191 filed in Osage county on January 6, 2010, Book 1408, pages 614-615.

and known as ( general address ): The Ridge

described and illustrated on the attached Exhibit be annexed into the City of Sand Springs City Limits, and hereby assert and certify that said applicant constitutes three-fourths of the registered voters, and the owners of at least three-fourths (in tax value) of the subject property.

Dated this 19<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

# The Ridge

AN ADDITION TO OSAGE COUNTY IN LOT 1, SECTION 35 AND LOT 4 SECTION 34 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, OKLAHOMA.

OSAGE COUNTY TULSA COUNTY  
 19.70 ACRES 5.0 ACRES  
 27 LOTS 6 LOTS  
 1 RESERVE 1 BLOCK  
 2 BLOCKS

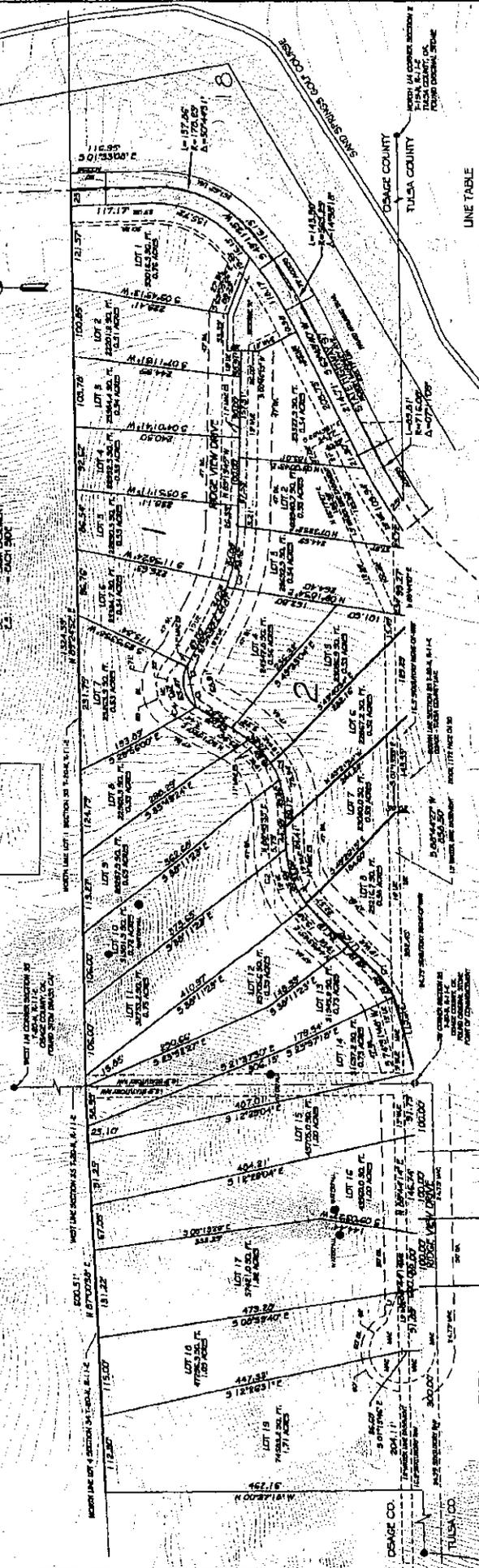
**OWNER**  
 RINGLE DEVELOPMENT L.L.C.  
 5801 NORTH HIGHWAY 97  
 SAND SPRINGS, OK. 74063  
 PH (918) 245-5795

**SURVEYOR**  
 RINGLE PLANNING & SURVEYING INC.  
 5801 NORTH HIGHWAY 97  
 SAND SPRINGS, OK. 74063  
 PH (918) 245-5795

- US
- DC
- MA
- PA
- WA
- W.E.
- DC
- DC
- DC



PLAT NUMBER



LINE TABLE

LINE NO.	DESCRIPTION	BEARING	DISTANCE
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CURVE TABLE

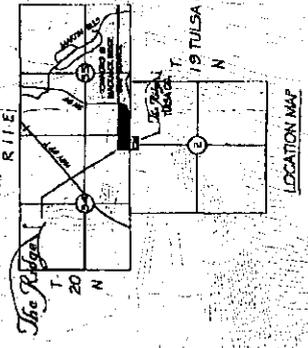
LINE NO.	START	END	BEARING	DISTANCE	CHORD	ANGLE
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BASIS OF BEARINGS  
 THE BEARINGS AS SHOWN ARE  
 BASED ON THE SOUTH LINE OF  
 SECTION 35-T-20-N-R-11-E  
 3 864.727' W

MONUMENTATION  
 3/4" IRON PIN W/ CAP (P.S. 1520)  
 SET AT ALL PROPERTY CORNERS  
 (UNLESS NOTED)  
 AFTER CONSTRUCTION

NO FENCED INGRESS ARE LOCATED ON  
 THIS PROPERTY. DESIGN AS ILLUSTRATED ON  
 EXISTING SURVEY RECORDS.  
 EXISTING MONUMENTS

THIS MAP OR PLAT MUST BE KEPT IN THE ORIGINAL  
 AND UNALTERED, SAVED FOR THE PROTECT OF  
 LAND SURVEYING.

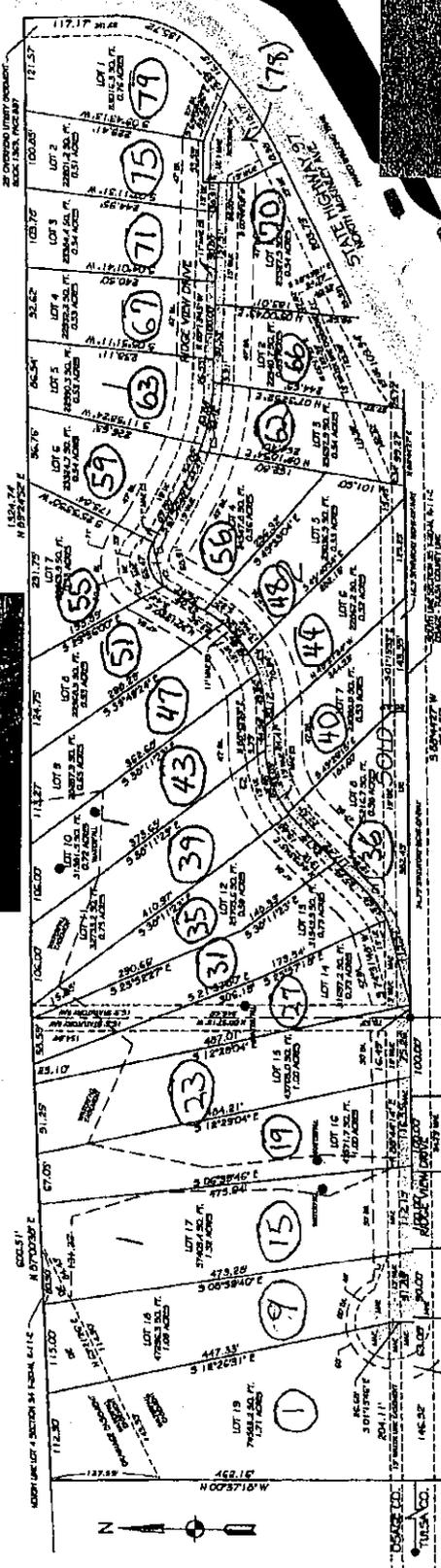


THIS IS A SALES PLAT ONLY PLEASE CONSULT THE ORIGINAL PLATS AND SURVEYS FOR THE RIDGE

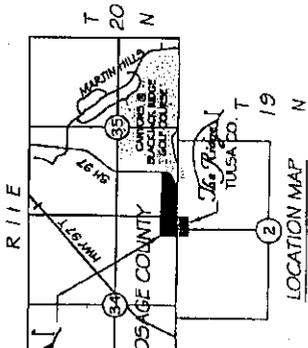
Ringle Development  
 DEVELOPING WITH NATURE  
 RingleDevelopment.com



*The Ridge*



Call 918-637-2452 for More Information or a private tour also check out [RingleDevelopment.com](http://RingleDevelopment.com) for other properties and a virtual tour of *The Ridge*!



THIS IS A SALES PLAT ONLY PLEASE CONSULT THE FINAL PLATS AND SURVEYS FOR THE RIDGE.

PROPERTY ADDRESS FOR GPS  
 1800 N. McKinley Rd., Sand Springs, OK 74063



Main Menu Combined  Assessor Info  Treasurer Info  Help  Logoff

DP64-01 I044 TULSA COUNTY - LRMIS COMBINED DISPLAY 09/23/10

SUB 99102 ACCOUNT 9102 24770

TAX ROLL ITEM # 09 01 2488860

CHAS DAGE FAMILY CARE

GOV LTS 3 4 & W/2 GOV LT 2 & S/2 N

CHARITABLE TRUST

W & NW SW NE LESS BEG 1034E SWC NW

C/O E J DOERNER ETAL TRUSTEES

UNPLATTED

P O BOX 278

SAND SPRINGS , OK 74063

-- ASSESSOR INFORMATION --

REG.HOMESTEAD NEIGHBORHOOD.. 7904

SCHOOL DIST.. 2B

DBL.HOMESTEAD INSTRUMENT....

DEED Book/Page. 0 0

(CURRENT) LAND	-----IMPR-----	TOTAL	(OLD)---	LAND---	IMPR---
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APR	0	0	0	0	0
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ASD	0	0	0	0	0
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-- TREASURER INFORMATION --

ASSESSED 0

EXEMPTION - 0

NET ASSESSED = 0

TAX RATE X 112.46

TAX AMOUNT = 0.00

RTN CHK PENALTY+ .00

TAX BALANCE 0.00

DELINQUENT TAX 0.00

*Sof Ridge*

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 Main Menu Prev Screen Browse Subdiv

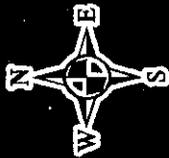
N MCKINLEY AV

RS

RS-1

N OSAGE RIDGE DR

THE RIDGE



TO BE ANNEXED

Tulsa County/Osage County Line

AG

The Ridge Addition  
19.70 Acres  
Ringle Development, LLC

STR 34/35-20N-11E

140 70 0 140 Feet

September 2010

N MCKINLEY AV

THE RIDGE



TO BE ANNEXED

Tulsa County/Osage County Line

AG

The Ridge Addition  
19.70 Acres  
Ringle Development, LLC

STR 34/35-20N-11E

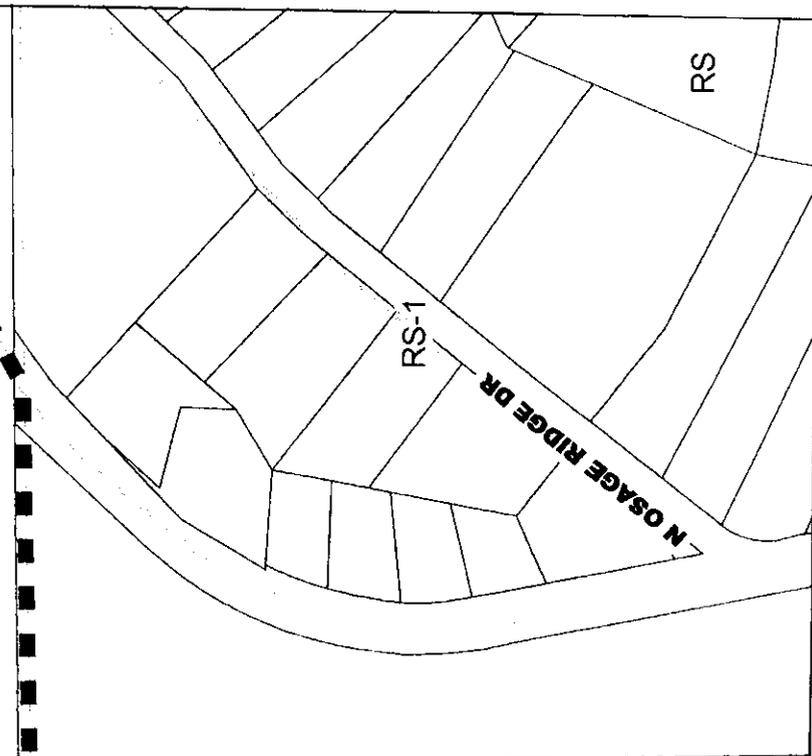
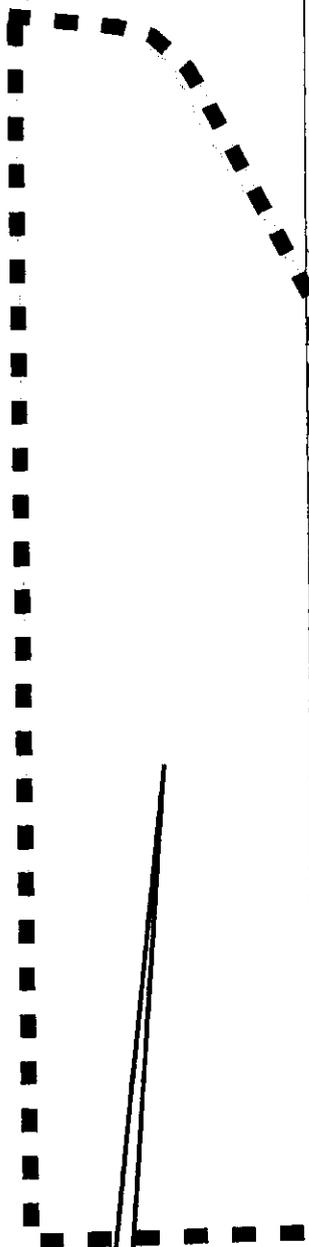
140 70 0 140 Feet

September 2010

RS-1

RS

N OSAGE RIDGE DR





lrmis.tulsacounty.org

Where History and Progress Meet

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DP64-01 1044 TULSA COUNTY - LRMIS COMBINED DISPLAY 09/23/10

SUB 99102 ACCOUNT 91 02 07570

TAX ROLL ITEM # 09 01 2488820

SAND SPRINGS HOME

PRT SW LYING W CEMETERY & N OAKRID  
GE 2ND & PRT E/2 LYING W MCKINLEY  
UNPLATTED

BOX 278

SAND SPRINGS , OK 74063

-- ASSESSOR INFORMATION --

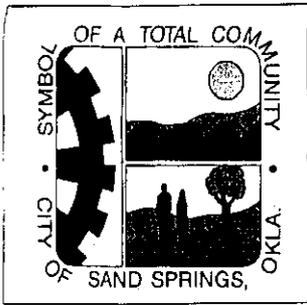
REG. HOMESTEAD NEIGHBORHOOD.. 7904 SCHOOL DIST.. 2B  
DBL. HOMESTEAD INSTRUMENT.... DEED Book/Page. 0 0

(CURRENT) LAND	IMPR	TOTAL	(OLD) LAND	IMPR
APR 0	0	0	0	0
ASD 0	0	0	0	0

-- TREASURER INFORMATION --

ASSESSED 0  
 EXEMPTION - 0  
 NET ASSESSED = 0  
 TAX RATE X 112.46  
 TAX AMOUNT = 0.00  
 RTN CHK PENALTY+ .00  
 TAX BALANCE 0.00  
 DELINQUENT TAX 0.00

*W. of McKinley  
N-S along the rd.*



## PLANNING AND DEVELOPMENT

**City of Sand Springs**  
100 East Broadway  
P.O. Box 338  
Sand Springs, OK 74063-0338  
Tel 918-246-2575

## MEMORANDUM

**TO:** Bruce Ford, Interim City Manager  
**FROM:** Rachel Clyne, Director of Planning & NS  
**DATE:** October 19, 2010  
**SUBJECT: Annexation Ordinance 1203 – The Ridge Subdivision**

The City Council of the City of Sand Springs is asked to consider Ordinance 1203 and the application for annexation into the corporate limits of the City of Sand Springs real property belonging to Ringle Development, LLC, said property being adjacent and contiguous to the corporate limits of the City.

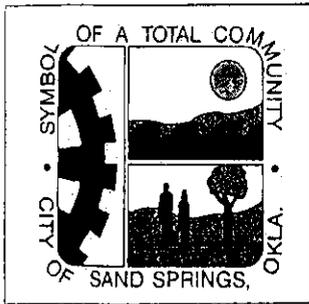
The subject property is located in Sections 34 and 35, Township 20 North, Range 11 East, Osage County and is generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course.

The public hearing concerning said annexation is set for the 25<sup>th</sup> day of October, 2010, at **7:00 o'clock p.m.**, before the City Council of the City of Sand Springs at the Sand Springs Municipal Building, Room 211, 100 East Broadway, Sand Springs, Oklahoma.

On September 20, 2010, the Planning Commission reviewed the proposed annexation. Following discussion with the applicant, the Planning Commission voted 5-0-0 to recommend the City Council continue the public hearing to the next scheduled Planning Commission meeting on October 18, 2010 for continued discussion.

On September 27, 2010, City Council continued the public hearing to the next scheduled City Council meeting on October 25, 2010 and returned the application an ordinance to the Planning Commission for continued discussion at its meeting on October 18, 2010.

On October 18, 2010, the Planning Commission voted 6-0-0 to recommend approval of Ordinance 1203 to the City Council subject to determination that Ordinance 1203 is satisfactory by both parties (the applicant and the City Attorney).



## PLANNING AND DEVELOPMENT

City of Sand Springs  
100 East Broadway  
P.O. Box 338  
Sand Springs, OK 74063-0338  
Tel 918-246-2575

### MEMORANDUM

**TO:** Bruce Ford, Interim City Manager

**FROM:** Rachel Clyne, Director of Planning & NS *RC*

**DATE:** October 4, 2010

**SUBJECT: Annexation Ordinance 1203 – The Ridge Subdivision**

The City Council of the City of Sand Springs is asked to consider Ordinance 1203 and the application for annexation into the corporate limits of the City of Sand Springs real property belonging to Ringle Development, LLC, said property being adjacent and contiguous to the corporate limits of the City.

The subject property is located in Sections 34 and 35, Township 20 North, Range 11 East, Osage County and is generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course.

The public hearing concerning said annexation is set for the 11<sup>th</sup> day of October, 2010, at 7:00 o'clock p.m., before the City Council of the City of Sand Springs at the Sand Springs Municipal Building, Room 211, 100 East Broadway, Sand Springs, Oklahoma.

On September 20, 2010, the Planning Commission reviewed the proposed annexation. Following discussion with the applicant, the Planning Commission voted 5-0-0 to recommend the City Council continue the public hearing to the next scheduled Planning Commission meeting on October 18, 2010 for continued discussion.

City Council may:

- approve the Ordinance 1203 as presented
- Or
- return the application to the Planning Commission for further discussion.

If the item were returned to the Planning Commission, City Council would set the next date for a public hearing before City Council for the consideration of Ordinance 1203. The next City Council meeting is October 25, 2010.

**Susan Pitts**

---

**From:** Susan Pitts  
**Sent:** Friday, September 10, 2010 4:57 PM  
**To:** David Weatherford; 'David Weatherford'  
**Cc:** Rachel Clyne  
**Subject:** Final Annexation Ord - The Ridge  
**Attachments:** Annex-Ord-11xx-RidgeViewDr-Ringle.doc

Attached is the proposed final annexation ordinance for The Ridge. If it meets with your approval, please forward to Alan Ringle.

This annexation will be heard by the Planning Commission on September 20, 4:00 p.m. Recommendation will be made to the City Council for their September 27, 7:00 p.m., hearing of this request.

*Susan*

City of Sand Springs  
Planning and Neighborhood Services  
100 E. Broadway  
P.O. Box 338  
Sand Springs, OK 74063  
918-246-2575  
Fax 918-245-1460  
[srpitts@sandspringsok.org](mailto:srpitts@sandspringsok.org)

## Susan Pitts

---

**From:** Robby Wilson  
**Sent:** Tuesday, October 12, 2010 9:26 AM  
**To:** Susan Pitts  
**Subject:** RE: annexation questions

Susan, FYI we do not go down private driveways to empty karts.

---

**From:** Susan Pitts  
**Sent:** Tuesday, October 12, 2010 9:24 AM  
**To:** Robby Wilson  
**Subject:** RE: annexation questions

Awesome! Thank you for the fast response, Robby.

*Susan*

City of Sand Springs  
Planning and Neighborhood Services  
100 E. Broadway  
P.O. Box 338  
Sand Springs, OK 74063  
918-246-2575  
Fax 918-245-1460  
[srpitts@sandspringsok.org](mailto:srpitts@sandspringsok.org)

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**From:** Robby Wilson  
**Sent:** Tuesday, October 12, 2010 9:23 AM  
**To:** Susan Pitts  
**Subject:** RE: annexation questions

If they are annexed in, we would provide weekly trash service to them as long as the kart is at the curb by 6:00 a.m. on Wednesday!

---

**From:** Susan Pitts  
**Sent:** Tuesday, October 12, 2010 9:18 AM  
**To:** Mike Carter; Mark Joslin; Derek Campbell; Robby Wilson; Rachel Clyne; Bruce Ford; David Weatherford  
**Subject:** FW: annexation questions

Dewey Miller owns property east of the National Guard Armory on 41<sup>st</sup> Street at 6655 W. 42<sup>nd</sup> Street (unplatted).

I can answer #1.

Robby, can you answer #2?

#3 should probably be per Annexation Services Plan.

Vernon, I believe you are the one to handle the water question.

Please e-mail me your answers and I will continue to work with Mr. Miller. Feel free to call him if you need to. Let me *know what you find out.*

Thanks.

*Susan*

City of Sand Springs  
Planning and Neighborhood Services  
100 E. Broadway  
P.O. Box 338  
Sand Springs, OK 74063  
918-246-2575  
Fax 918-245-1460  
[srpitts@sandspringsok.org](mailto:srpitts@sandspringsok.org)

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**From:** dewey miller [<mailto:deweymiller@att.net>]  
**Sent:** Tuesday, October 12, 2010 9:02 AM  
**To:** Susan Pitts  
**Subject:** annexation questions

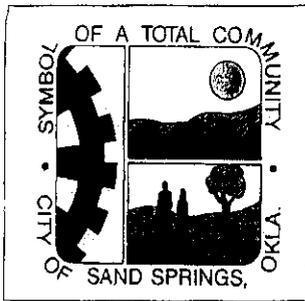
Good Morning Susan,

I hope everything is going well for you and the City of Sand Springs, and I appreciate you taking the time to fax me the PETITION FOR ANNEXATION. Susan, when you have time could you please email me a reply to these questions:

- (1.) How much are the fees to notify property owners of the intent to Annex?
- (2.) If annexed, can you determine if I would receive weekly trash service to my address at 6655 W. 42nd Street?
- (3.) Besides fire and police protection, are there any other services that I should be aware of?
- (4.) As you may recall when the Tulsa County RWD #2 was dissolved that Stratford Estates and all others affected areas were to receive "In City" water rates for a period of five years. Can you inquire as to when that five year period expires?

Thank you,

Dewey Miller  
918-445-5580-h  
918-445-5584-f  
918-607-2103-c  
877-654-3218-toll free  
[deweymiller@att.net](mailto:deweymiller@att.net)



## PLANNING AND DEVELOPMENT

**City of Sand Springs**  
100 East Broadway  
P.O. Box 338  
Sand Springs, OK 74063-0338  
Tel 918-246-2575

### MEMORANDUM

**TO:** Planning Commission  
**FROM:** Rachel Clyne, Director of Planning & NS  
**DATE:** October 12, 2010 – 2<sup>nd</sup> meeting  
**SUBJECT:** Annexation – Ordinance 1203 – The Ridge Subdivision

On September 20, 2010, the Planning Commission requested the City Council return the annexation application to the Planning Commission for further discussion. On October 11, 2010, the City Council returned the application and Ordinance to the Planning Commission. The documents will be reviewed by the City Council during its regularly scheduled meeting on October 25, 2010.

Since the September Planning Commission meeting, the applicant and the City Attorney have discussed concerns with the wording of Ordinance 1203. A draft copy of the ordinance is attached.

The subject property, The Ridge Subdivision, is located in Sections 34 and 35, Township 20 North, Range 11 East, Osage County and is generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course. The subject property is described as:

A tract of land situated in Lot 1 Section 35 and in Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1 Section 35 T-20-N, R-11-E, of the I.B.M. Osage County, Oklahoma lying west of State Highway 97

And

The east 600 feet of Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

And have caused said real property to be surveyed, staked and platted into Lots, a Reserve, 2 Blocks, and a Street in conformity with the plat herewith and have caused the same to be named and designated "The Ridge," to Osage County, Oklahoma.

If the annexation request is approved, the annexed property will be zoned RS-3 (Residential High Density Single-Family District) and in Sand Springs Ward Boundary District 2.

Ordinance No. 1203 includes a Service Plan provision and has been reviewed by the City Attorney. Based upon the review, it is recommended that the Planning Commission recommend that the City Council approve this request for annexation.

# PLANNING COMMISSION

Regular Meeting Minutes  
Monday, October 18, 2010  
4:00 p.m.

Sand Springs Municipal Building, 100 E. Broadway  
City Council Chambers, Room 211

**MEMBERS PRESENT:** Merle Parsons, Chairman 8-1  
Paul Shindel, Vice-Chairman 9-0 (Arrived 4:04 p.m.)  
Lana Voss, Secretary 7-2  
Tom Askew 8-1 (Arrived 4:01 p.m.)  
Leonard Wood 7-2  
Harold Neal 8-1

**STAFF PRESENT:** Kevin Nelson, Assistant City Manager  
David Weatherford, City Attorney  
Grant Gerondale, Parks Director  
Jeff Edwards, Case Community Center Manager  
Rachel Clyne, Planning and NS Director  
Susan Pitts, Recording Secretary

The Planning Commission met in regular session on Monday, October 18, 2010, in the Sand Springs Municipal Building, Room 211, pursuant to the agenda filed with the City Clerk's office and posted at 3:30 p.m. on October 13, 2010, by Susan Pitts, on the bulletin board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma and posted on the City of Sand Springs website at [www.sandspringsok.org](http://www.sandspringsok.org).

## 1. Call to Order

Chairman Parsons called the meeting to order at the noted time of 4:00 p.m.

## 2. Roll Call

Mr. Parsons called for an individual roll call with members replying in the following manner: Mr. Neal, here; Mr. Askew, no response; Mr. Shindel, no response; Mr. Parsons, here; Ms. Voss, here; Mr. Wood, here. Mr. Askew and Mr. Shindel were noted as absent. Applicants Alan Ringle, Bob Green and Clay Parmley were present. Approximately 20 citizens were present including City Councilors Michael Phillips and Mike Burdge, and writer for the Sand Springs Leader, Jaclyn Cosgrove.

## 3. Consider Approval of Minutes of September 20, 2010

The minutes of the September 20, 2010, Planning Commission meeting were presented for review.

Mr. Wood made a motion that the minutes of September 20, 2010, be approved as presented. Ms. Voss seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Neal, aye. Motion carried 4-0-0. Mr. Askew arrived at 4:01 p.m.

**SSLC-588**

**4. 3713 S. Maple Avenue, Clay and Nedra Parmley STR 22-19N-11E**

Planning Director Rachel Clyne presented the request by Clay and Nedra Parmley to combine Lot 9, Block 7 with the north 10 feet of Lot 10, Block 7, Prattwood Estates IV.

The applicant, Mr. Parmley, was present to answer any questions. Mr. Parsons got clarification on the lot sizes. Mr. Parmley stated he wanted a wider lot to accommodate a side entry garage. Mr. Neal noted that a creek is present behind the property. Mr. Parmley stated there is a drainage easement to the rear of both properties that cannot be built on. Lot 10 will still be 80' X 204' with plenty of space to build upon.

With no further questions, Mr. Neal made a motion to recommend approval of lot combination SSLC-588 to City Council. Mr. Wood seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Neal, aye; Mr. Askew, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 5-0-0. This item will be referred to City Council to be heard on October 25.

**SUP-21, Public Hearing**

**5. 1050 W. Wekiwa Road, City of Sand Springs STR 10-19N-11E**

Ms. Clyne presented the request by Parks Director, Grant Gerondale, for City of Sand Springs for consideration of a Specific Use Permit to allow a skateboard track, Zoning Code Use Unit 20, to be located behind Case Community Center on approximately 0.75 acres. Notification was made according to the Planning Commission determination at the September 20 meeting. Mr. Shindel arrived at 4:04 p.m.

Grant Gerondale, Parks Director, was present to discuss the case. Mr. Parsons asked if there were any changes in the design since the last meeting. Mr. Gerondale stated they were trying to decide a color to pigment the concrete to avoid the usual gray. They are considering earth tones similar to the Case Community Center. Otherwise, there were no design changes.

Commissioners were asked if they had any questions. Mr. Parsons was concerned about the amount of parking and how over-flow would be handled. Mr. Gerondale said there have been problems with parking on average six times per year and that additional cars are parked on the five acres located to the east between the Case Center and Park Road, as needed. There are at present 88 parking spaces at the community center with land to the south identified for approximately 88 more parking

spaces. Money is not available at this time to complete that parking lot. Mr. Neal noted many skaters are likely not of driving age.

Mr. Parsons asked when peak use time would be. Mr. Gerondale said that weekends and Monday nights seem to be busiest. Mr. Parsons asked about the safety of the facility, if lighting is planned and video surveillance. Mr. Gerondale said no lighting is required at this facility and none is planned at this time. Use will probably be dawn to dusk. They prefer to operate the facility for a while to see how it works out. He will give it probably six months and then evaluate the need to raise funds for lighting.

Mr. Gerondale said Case Community Center has internal and external video surveillance but with the concave shape of the skate park the existing cameras likely would not be able to reach that area. Video systems are expensive (\$20-25,000 due to hard drive, storage capacity, etc.) so could be an option, if needed, but funds would have to be raised for that to be added.

Mr. Shindel asked about police coverage in that area. Mr. Gerondale said we do need more policing in the parks, not intended to be a criticism but a reality. Mr. Shindel then asked about Case Center hours. Mr. Gerondale stated 10:00 p.m. is closing time for most of the year.

There were no citizens present to address the commission on this item. The public hearing was then closed by Mr. Parsons.

The Findings of Fact and Conclusions of Law document was reviewed. Item 1 – probable effect on adjacent property was felt to be minimal, item 2 – the community welfare will not be adversely affected, item 3 – public facilities will not be adversely affected. Item 4, safeguards, were noted as (a) compliance with existing ordinances and regulations, (b) encourage lighting and security cameras installed as soon as funding becomes available.

Mr. Parsons made a motion restating the above findings recommending approval of SUP-21 to City Council. Mr. Neal seconded the motion.

With no further discussion, Mr. Parsons called for the vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye; Mr. Neal, aye. Motion carried 6-0-0. This item will be forwarded to City Council for their October 25 hearing.

**6. Abandon PUD-30, STAR Center STR 9 & 16-19N-11E**

This item was a request by Sand Springs Economic Development Authority (SSEDA) to abandon PUD-30 (Planned Unit Development) overlay for the STAR Center located off Highway 51 and 137<sup>th</sup> West Avenue and east of 145<sup>th</sup> West Avenue (former Hissom Memorial Center). Director Clyne asked that the applicant be allowed to address the Commission prior to any staff report.

Sand Springs Planning Commission  
October 18, 2010

Mr. Bob Green, Chairman of SSED, said they have a potential buyer for the facility and are working on title, demolition and existing lease issues. He asked that this item be continued to the next meeting in order for SSED to provide a more precise report.

Mr. Parsons recognized the citizens attending who signed up to speak and noted that it would not be appropriate to hear comments at this time since no decision will be made at this meeting.

Mr. Askew made a motion to pass this item to the next Planning Commission meeting, November 15, 4:00 p.m. Mr. Wood seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Neal, aye; Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 6-0-0.

Mr. Parsons informed the audience of this item being continued to the November 15 Planning Commission meeting. This item will also be heard by City Council on October 25. There will be no additional notification sent for these hearings. The Planning Commission will hold a public hearing on November 15 and present a recommendation to the November 22 City Council.

Mr. Green stated that he will ask for continuance at the October 25 City Council. City Councilor Michael Phillips was in the audience and stated that the Council will determine whether to hold the public hearing. Mr. Green asked if Council could make a decision without recommendation from staff. Mr. Parsons confirmed.

#### **SSZ-472**

#### **7. STAR Center, SSED**

#### **STR 9 & 16-19N-11E**

This item was a request by SSED to rezone STAR Center tracts as follows: Tract A from SR (Scientific Research District), Tract B-1 from IL (Industrial Light District), Tract C from OM (Office Medium Intensity District) and Tract D from AG (Agriculture District) to IM (Industrial Moderate District) zoning. Tract B-2 will remain IL (Industrial Light District) zoned.

SSED Chairman, Mr. Bob Green, requested postponement of this item to the next Planning Commission meeting.

Mr. Askew made a motion to continue this zoning request to the November 15 Planning Commission. Ms. Voss seconded the motion.

With no discussion, Mr. Parsons called for a vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye; Mr. Neal, aye. Motion carried 6-0-0.

**Annexation**

**8. Ridge Annexation, Ringle Development, LLC STR 34/35-20N-11E**

City Planner Clyne presented the request by Ringle Development, LLC, to annex approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Osage County. This property has been platted as The Ridge with Osage County. If the annexation is approved, the property will be zoned RS-3 (Residential High Density Single-Family District) and in Sand Springs Ward Boundary District 2.

An ordinance, No. 1203, has been drafted and reviewed by staff and the city attorney. At the September 20 Planning Commission meeting, Mr. Ringle requested continuance of the annexation hearing in order to get agreeable wording in the ordinance. Planning Commission recommended that City Council continue this item in order for Planning Commission to hear the annexation request on October 18 and make final recommendation to the next City Council meeting.

Mr. Ringle was present to answer any questions. Attorney Weatherford and Assistant City Manager Nelson were present. Mr. Weatherford noted that the only thing changed was some language dealing with detention. There are minor issues to work out between this meeting and October 25. This item will be heard by City Council on October 25.

Mr. Shindel felt that the word "endeavor" regarding detention was still somewhat vague language regarding future construction rather than set plans. Mr. Weatherford and Mr. Ringle had previously resolved that language.

Following discussion by the Commission and Mr. Ringle, Mr. Shindel made a motion to recommend to City Council annexation of approximately 19.7 acres known as the Ridge Subdivision subject to the ordinance, No. 1203, being completed to the satisfaction of both parties. Ms. Voss seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Neal, aye; Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 6-0-0. This item will be heard at public hearing on October 25 at City Council.

**9. Review of Ordinance 1204 – Changes to Chp. 25 of the Zoning Code**

Planning Director Clyne presented the update to Chapter 25 of the Zoning Code regarding Specific Use Permits (SUP). Multifamily dwellings with nine (9) or more units will require SUP. This item was approved by City Council due to the timely nature of the change. Attorney Weatherford asked the Commissioners if they felt that nine units would be too many or not enough to require SUP. City Councilor Phillips said that nine was the number of units chosen by staff.

Mr. Parsons would like to have the SUP list reviewed and updated. Mr. Weatherford stated that would be a good workshop item. Mr. Parsons felt that updating the SUP list

could wait until sometime next year. Commissioners agreed. No action was needed for this item.

**10. Review of Proposed Ordinance Regarding Changes to Low Income Housing Tax Credit Program**

Ms. Clyne presented the proposed ordinance regarding Low Income Tax Credit Program submittals. Commissioners were urged to make recommendations of any changes to City Council. The Ordinance repeals Section 3.20 (Low Income Housing Tax Credit Program) from the City's Code of Ordinances and places a revised Low Income Housing Tax Credit Program in Chapter 27 of the Sand Springs Zoning Code.

Ms. Clyne explained that this process is designed to be similar to the SUP process. A previous OHFA procedure change made our procedure in the Code of Ordinance outdated. Mr. Parsons stated that he attempted to properly review and understand this ordinance but would like a one page executive summary of the item.

Mr. Weatherford will provide an executive summary regarding the proposed ordinance regarding changes to Low Income Housing Tax Credit Program for review at the next Planning Commission meeting. On November 15 the Commission will make recommendation on this item to City Council.

**11. One Voice Agenda – Tulsa Regional Chambers of Commerce**

Councilor Michael Phillips explained how the One Voice Agenda was created and its purpose. This agenda provides goals for northeast Oklahoma some of which would directly impact our area and others that do not but could be beneficial to our region. Mr. Phillips recommended Planning Commission support of the One Voice Agenda.

Following discussion, Mr. Wood recommended endorsement of the One Voice Agenda. Ms. Voss seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye; Mr. Neal, aye. Motion carried 6-0-0.

**12. Request for Executive Session**

A. Mr. Parsons made a motion that the Planning Commission retire into Executive Session for the purpose of discussion related to pending litigation, City of Sand Springs v. OHFA, and Zimmerman Properties, LLC v. City of Sand Springs, in accordance with Title 25, Section 307(B)(4). Mr. Neal seconded the motion.

Mr. Parsons called for the vote recorded as follows: Mr. Neal, aye; Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 6-0-0.

Planning Commissioners Mr. Neal, Mr. Askew, Mr. Shindel, Mr. Parsons, Ms. Voss and Mr. Wood, along with Assistant City Manager Nelson, City Attorney Weatherford, City

Sand Springs Planning Commission  
October 18, 2010

Planner Clyne and Planning Commission Recording Secretary Pitts retired into Executive Session at the noted time of 5:14 p.m.

Discussion was held in Executive Session in regards to the topics listed on the agenda.

B. Following the Executive Session, a motion to return to the regular meeting was made by Mr. Parsons and seconded by Mr. Askew.

Mr. Parsons called for the vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye; Mr. Neal, aye. Motion carried 6-0-0.

The Planning Commission meeting reconvened at the noted time of 5:51 p.m.

Mr. Parsons stated no action was required as a result of the Executive Session.

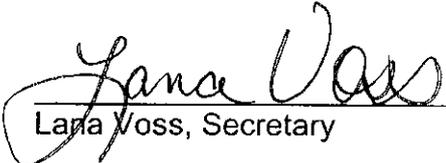
**13. Director's Report**

Planning Director Clyne had nothing to report.

**14. Adjournment**

The meeting was adjourned at the noted time of 5:53 p.m.

11/15/2010  
Date of Approval

  
Lana Voss, Secretary

# PLANNING COMMISSION

Regular Meeting Minutes  
Monday, September 20, 2010  
4:00 p.m.

Sand Springs Municipal Building, 100 E. Broadway  
City Council Chambers, Room 211

**MEMBERS PRESENT:** Merle Parsons, Chairman 7-1  
Paul Shindel, Vice-Chairman 8-0  
Lana Voss, Secretary 6-2  
Tom Askew 7-1  
Leonard Wood 6-2

**MEMBERS ABSENT:** Harold Neal 7-1

**STAFF PRESENT:** Rachel Clyne, Planning and NS Director  
Susan Pitts, Recording Secretary

The Planning Commission met in regular session on Monday, September 20, 2010, in the Sand Springs Municipal Building, Room 211, pursuant to the agenda filed with the City Clerk's office and posted at 10:00 a.m. on September 14, 2010, by Susan Pitts, on the bulletin board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma and posted on the City of Sand Springs website at [www.sandspringsok.org](http://www.sandspringsok.org).

## 1. Call to Order

Chairman Parsons called the meeting to order at the noted time of 4:02 p.m.

## 2. Roll Call

Mr. Parsons called for an individual roll call with members replying in the following manner: Mr. Neal, no response; Mr. Askew, here, Mr. Shindel, here; Mr. Parsons, here; Ms. Voss, here; Mr. Wood, here. Mr. Neal was noted as absent.

## 3. Consider Approval of Minutes of August 3, 2010

The minutes of the August 3, 2010, Planning Commission meeting were presented for review.

Mr. Wood made a motion that the minutes of August 3, 2010, be approved as presented. Ms. Voss seconded the motion.

Mr. Parsons called for a vote recorded as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye. Motion carried 5-0-0.

**Final Plat**

**4. Bigheart Addition, Sand Springs Schools**

**STR 1-19N-11E**

Planning Director Rachel Clyne presented the request by Sand Springs Schools to plat approximately 27 acres located near 81<sup>st</sup> W. Avenue and Old North Road in Section 1, Township 19N, Range 11E, Tulsa County. The property is zoned AG, Agriculture District.

The primary change from preliminary platting was the purchase of additional land and relocation of the previously proposed driveway. Due to the platting process, a lot combination is not required.

Based on the review, staff recommends approval of the Final Plat of Bigheart Addition subject to:

- a. The Bulk & Area Requirements of the AG District shall be met.
- b. All requirements of the Subdivision Regulations shall be met.
- c. All TAC conditions shall be met – including but not limited to: a waiver of the 17.5' easement along the north lot line due to the terrain of the site and the unlikelihood of a road built in that area.

Ms. Voss asked why the entry was moved. Mr. Tom Meshek of Meshek and Associates, Engineers, stated that during the preliminary plat hearing there was discussion about the positioning of the driveway. The purchase of approximately 1.53 acres for the new driveway location will allow a four-way intersection at 81<sup>st</sup> West Avenue and Old North Road. A four-way stop is agreeable to Tulsa County.

Mr. Gary Watts, Sand Springs Schools counsel, was in attendance and answered Mr. Parsons' question regarding opening date. Mr. Watts said the school is anticipated to open approximately one year from now. There were no other citizens for or against this application in attendance.

With no other questions, Mr. Parsons made a motion to recommend approval of the Final Plat of Bigheart Addition, subject to staff recommendations. Mr. Wood seconded the motion.

There was no further discussion and vote was recorded as follows: Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 5-0-0. This item will be forwarded for City Council consideration on September 27.

**SUP-21, Initial Review #2**

**5. 1050 W. Wekiwa Road, City of Sand Springs**

**STR 10-19N-11E**

Ms. Clyne presented the request by Parks Director, Grant Gerondale, for City of Sand Springs for consideration of a Specific Use Permit to allow a skateboard track, Zoning

Code Use Unit 20, to be located behind Case Community Center on approximately 0.75 acres. Planning Commission was requested to set public hearing and determine notification requirements. Jeff Edwards, Case Community Center manager, was also in attendance.

Mr. Parsons noted that he was at the last review of the skatepark that was held at the Case Center and asked if there was anything changed regarding design or structure since that meeting. Mr. Gerondale reported that nothing of any substance had changed. Approximately 1/3 of the existing stormwater detention bowl will be utilized for the skatepark.

Ms. Clyne recommended that mailing notification be done per the Zoning Code requirements but that no sign or published legal notice is required.

Mr. Gerdonale recommended posting of notice inside Case Community Center since most skatepark users would go there. Entry to the proposed skate park will be from the south end of the Case Community Center parking lot or off of the River City Trail segment that runs north and south immediately adjacent to the skate park.

Commissioners discussed notification and came to a consensus. Mr. Shindel made a motion that public hearing be set for SUP-21 for the October 18 Planning Commission meeting, a sign is to be placed on the east edge of the vacant lot at the entrance to River City Parks, mail notification be sent to property owners within a 300' radius of the Case Community Center property and extend west to include Wellston Park Road property owners on both sides of the road, and publication of notice one time in the Sand Springs Leader. Mr. Parsons seconded the motion.

With no further discussion, Mr. Parsons called for the vote as follows: Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 5-0-0.

### **Annexation**

#### **6. Ridge Annexation, Ringle Development, LLC**

**STR 34/35-20N-11E**

Ms. Clyne presented the request by Ringle Development, LLC, to annex approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Osage County. This property has been platted as The Ridge with Osage County. If the annexation is approved, the property will be zoned RS-3 (Residential High Density Single-Family District) and in Sand Springs Ward Boundary District 2.

An ordinance has been drafted and reviewed by staff and city attorney, No. 1203, for consideration at the October 11 Public Hearing set by City Council. Mr. Shindel had concerns regarding language regarding storm water being "vague."

Mr. Ringle expressed concern that he was not consulted on final wording of the annexation ordinance. He then asked to withdraw the annexation request. Following discussion Mr.

Ringle withdrew his request to withdraw the annexation petition. After much discussion and deliberation with Commissioners, Mr. Ringle requested a continuance of the annexation request in order to meet with city staff regarding the service plan.

After more discussion, Mr. Shindel made a motion to recommend that City Council, at the October 11 meeting, continue the case in order for Planning Commission to hear the annexation on October 18 and make final recommendation to the following City Council. Mr. Askew seconded the motion.

Chairman Parsons asked for the roll call vote as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye. Motion carried 5-0-0. This item will be forwarded to City Council for the October 11, 2010, public hearing that was set for this matter.

**7. Director's Report**

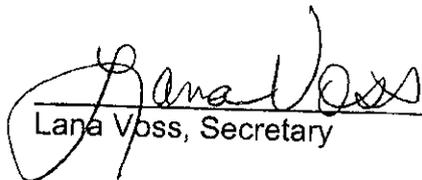
Planning Director Clyne informed the Commissioners that both applications for OFHA tax credits were approved. She will be available to answer any questions. She had no knowledge of any appeal actions by the City.

Mr. Ringle announced that as past chair of SSEDA, they may have a big user of STAR center. A local business may be interested in using that property and Planning Commission may see some applications come through.

**8. Adjournment**

The meeting was adjourned at the noted time of 4:57 p.m.

10/18/2010  
Date of Approval

  
Lana Voss, Secretary

# PLANNING COMMISSION

Regular Meeting Minutes  
Monday, September 20, 2010  
4:00 p.m.

Sand Springs Municipal Building, 100 E. Broadway  
City Council Chambers, Room 211

**MEMBERS PRESENT:** Merle Parsons, Chairman 7-1  
Paul Shindel, Vice-Chairman 8-0  
Lana Voss, Secretary 6-2  
Tom Askew 7-1  
Leonard Wood 6-2

**MEMBERS ABSENT:** Harold Neal 7-1

**STAFF PRESENT:** Rachel Clyne, Planning and NS Director  
Susan Pitts, Recording Secretary

The Planning Commission met in regular session on Tuesday, September 20, 2010, in the Sand Springs Municipal Building, Room 211, pursuant to the agenda filed with the City Clerk's office and posted at 10:00 a.m. on September 14, 2010, by Susan Pitts, on the bulletin board located in the first floor lobby of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma and posted on the City of Sand Springs website at [www.sandspringsok.org](http://www.sandspringsok.org).

## 1. Call to Order

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**Final Plat**

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Ms. Voss asked why the entry was moved. Mr. Tom Meshek of Meshek and Associates, Engineers, stated that during the preliminary plat hearing there was discussion about the positioning of the driveway. The purchase of approximately 1.53 acres for the new driveway location will allow a four-way intersection at 81<sup>st</sup> West Avenue and Old North Road. A four-way stop is agreeable to Tulsa County.

Mr. Gary Watts, Sand Springs Schools counsel, was in attendance and answered Mr. Parsons' question regarding opening date. Mr. Watts said the school is anticipated to open approximately one year from now.

With no other questions, Mr. Parsons made a motion to recommend approval of the Final Plat of Bigheart Addition, subject to staff recommendations. Mr. Wood seconded the motion. There was no further discussion and vote was recorded as follows: Mr. Askew, aye; Mr. Shindel, aye; Mr. Parsons, aye; Ms. Voss, aye; Mr. Wood, aye. Motion carried 5-0-0. This item will be forwarded for City Council consideration on September 27.

**SUP-21, Initial Review #2**

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Mr. Parsons noted that he was at the last review of the skatepark that was held at the Case Center and asked if there was anything changed regarding design or structure since that meeting.

Mr. Gerondale reported that nothing of any substance had changed. Approximately 1/3 of the existing stormwater detention bowl will be utilized for the skatepark.

Ms. Clyne recommended that mailing notification be done per the Zoning Code requirements but that no sign or published legal notice is required.

Mr. Gerdonale recommended posting of notice inside Case Community Center since most skatepark users would go there. Entry to the proposed skate park will be from the south end of the Case Community Center parking lot or off of the River City Trail segment that runs north and south immediately adjacent to the skate park.

Commissioners discussed notification and came to a consensus. Mr. Shindel made a motion that public hearing be set for SUP-21 for the October 18 Planning Commission meeting, a sign is to be placed on the east edge of the vacant lot at the entrance to River City Parks, mail notification be sent to property owners within a 300' radius of the Case Community Center property and extend west to include Wellston Park Road property owners on both sides of the road, and publication of notice one time in the Sand Springs Leader. Mr. Parsons seconded the motion.

With no further discussion, Mr. Parsons called for the vote as follows: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye. Motion carried 5-0-0.

#### **Annexation**

#### **6. Ridge Annexation, Ringle Development, LLC STR 34/35-20N-11E**

Ms. Clyne presented the request by Ringle Development, LLC, to annex approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Osage County. This property has been platted as The Ridge with Osage County. If the annexation is approved, the property will be zoned RS-3 (Residential High Density Single-Family District) and in Sand Springs Ward Boundary District 2. An ordinance has been drafted, No. 1203, for consideration at the October 11 Public Hearing set by City Council. Staff recommended approval.

Mr. Shindel had a question regarding the wording of the Service Plan. Mr. Shindel read: "Upon annexation the properties will be within City of Sand Springs storm water jurisdiction; any requirements for a storm water study are waived in exchange for an understanding with the applicant that all parties will endeavor to create property set-aside for regional detention in conjunction with other property owners." The word endeavor...

Ms. Clyne: They're going to try really hard.

Mr. Shindel: Yes. As opposed to doing.

Ms. Clyne: Well, it is on top of a hill and...

Mr. Shindel: I mean, why didn't we just do the storm water assessment and just be done with it and say that it's going to run off the hill really quick.

Ms. Clyne: Well, we know it's going to run off the hill but I think the compromise between Mr. Ringle and staff was "It's going to run off the hill, it's going to run someplace in the future as you have more tenants move in and..."

Mr. Shindel: Right, and more land being taken up, more concrete being poured, more pavement going down.

Ms. Clyne: And a little regional pool type thing there would be something to hope (unintelligible) in the future.

Mr. Shindel: Well, what if they don't endeavor to get by. I mean what if they try to endeavor to persevere and the persevering doesn't happen and the neighbors don't get together and do all this. Where are we at with that?

Ms. Clyne: Water's going to run down the hill. (With humor)

Mr. Shindel: (Some laughing). I mean what you're basically saying, if I'm understanding right, Alan, is that the homeowners...? Is that correct or am I incorrect in that?

Mr. Ringle: I will say this. I signed the, a request for annexation under duress 45 days ago (date is actually August 19 – his handwriting). I have not had one call from the City of Sand Springs in 45 days. I've never seen what you have before you all. There were significant amount of details that had to be worked out, guys. We've already, I've already set aside an easement in the bottom, because there's a big creek down there, worked it out with Derek so they can have a regional detention facility. That's what they're referring to. We have an area on the subdivision plat for that.

Folks, here's the thing, is the city staff has been so busy with litigation, nobody's even picked up the phone. I didn't know until just two minutes ago that the property was going to be zoned RS-3 (not true – See December 1, 2009 PC Minutes). I did not know, we still have issues regarding, can we still, you know, this is an Osage County platted subdivision. The rules in Osage County are so much different than Tulsa County that they needed to be worked through with the City Attorney and the Assistant City Manager, and the Planner. I'm not ragging on Rachel at all because this was, my conversations were with the City Manager, City Attorney and those guys. Unfortunately because of the apartment debacle we have here in town, they haven't had time to do anything.

Okay? So, here's what I would request today. Here's the reason we're here before, I mean, I told this commission the following: That we would come in and annex that project to the city when I had my construction finished on that project. We're still not done. But

here is what the city did to me two months ago. So you understand how business is done here in Sand Springs. They have withheld water from me, guys, for six months. Okay. They would not permit my water lines to be approved or accepted and kept me from having the water lines accepted for months. Okay. Unless I annexed the property so they get the sales tax. They didn't even know they were going to get the sales tax until I brought it up. That's fine. My wife and I made a commitment and we're honorable people.

On the other hand, I have told staff specifically. I don't want it to cost me a lot of extra money to do this. I want to bring these folks into the city and it's a brand new addition. It's going to be great. But we're not, I couldn't even get my, my entry feature done all summer because the city was holding back water unless I annexed. So, I signed 45 days ago so that I could get water. Okay. I mean. Guys, this is the way our city does business. So, I'm here but when I did that I expect that we have to go through a specific series of events to make sure that, you know, for example, Rachel, I'm not going to put you on the spot a little bit, but would sidewalks be required in this addition.

Ms. Clyne: I'm not even going to address it.

Mr. Ringle: We don't know. Okay. It needs to be addressed and make sure that, that, and right now, guys, we don't even have a city manager. The assistant city manager that we have is a short-timer. As soon as a new city manager comes in, he's going to Bixby. And so, this is what the developers out here right now are dealing with. We don't know who's going to be here in a month or two. And, and, and it's not Rachel's fault. But because of the litigation that's been going on, and I've been told this by several people, everybody's been working overtime trying because of the apartment thing. Well, I've never seen anything that ya'll have in front of you. Never had one phone call in 45 days. Because of that then, I request that we continue this until such time as staff and city attorney and they have some time to go over a correct plan so we can make sure that we know what we're going into. And if we can work through any details. They assured me, "they" being the city manager, acting city manager and the city attorney, assured me that that would be done. They've not had the time to do it, guys. And, so, and I've got to protect myself and my future buyers.

I mean, for example, if you could imagine, right now there's no plans for any sidewalks out there. But you can imagine somebody coming in and, you know, the building inspector saying, the Zoning Code says you have to have sidewalks. Zoning Code says you have to have this, this and this, and we've not worked through those things. And, so, we've got to be able to work through some of those things. We want to annex the property and I have no issue with that. But at this time we want to continue it until such time that we have a reasonable plan set forth with city staff.

Mr. Shindel: I did read in here somewhere that it states that, Alan, and I know you're saying you haven't got a copy of this. I think it said something to the effect that the city attorney had...this was in conjunction with his having read this or something to that effect. As I was looking at it earlier somewhere. At least I believe it was on this. It might have been one of the others, actually. (Note: See Planning Director's Memo to PC)

Mr. Shindel: So, what you're saying is, and giving everyone here the benefit of the doubt, is that with the problems with the apartment complex you don't feel as though this is laid out enough for us.

Mr. Ringle: No. You don't know all the details, guys. You don't know all the details because, for example, one of the potential things would be that one thing we discussed was is that we could move dirt and not have, that I, personally, me as the developer could still move dirt without having to go and get an earth change permit for every little piece of dirt I had to get moved. Okay, because if you've been in that project, we've moved lots of dirt. Okay. And that was, everybody's like, no problem. Alan. But it's not in there. Those things have to be put in and understood and you all have to understand what the rules are. For example, in Osage County right now I could go in and burn trees at will. The City Council and Planning Commission have the right to continue to permit that. However, we've not discussed it.

Mr. Shindel: Whether they're going to or not.

Mr. Ringle: That's right. It's just not been discussed. I mean, and those things have to be, we have to sit down and go through a series of meetings to make sure this is right. Now, let me explain what the potential income is for the City of Sand Springs. It's a quarter of a million dollars. The reason the city wants it annexed is this: Sales tax on a new construction home, those homes are about \$300,000-350,000. 60% of that is going to be materials. 60%. You multiply 60% by \$50 and you're going to come up with a lot of change. If it's in the city limits, most, it's based on, sales tax is based on point of delivery. Concrete for the foundation, the steel for the foundation, the Masonite, I'm sorry (Susan asked him to move back to the microphone) all materials coming in and historically it's about 60%. Okay, guys, it's \$6,000 per house. I mean, 33 houses, you can add. And that doesn't count fees. One of the other things was I asked the city attorney to visit with the county commissioner of Osage County because they went through the entire process to all the platting process. They're not even going to get any fees out of this at all now. And I requested that for them to not put me in a bind, because I've got another couple thousand acres up there in Osage County to at least make a call or a letter to Osage County commissioners saying, guys, we're going to annex this. Is there anything we can help you with? Or at least being good neighbors, if that makes any sense. And they said, oh, no problem. This did not occur. These things have to, in my opinion, occur prior to the annexation.

And, I will say this. We don't have any pending sales, we have no contracts, Paul, on any of the properties in Osage County right now. We've got one closed. There's one home already built and lived in. But there's no other contracts up there right now. So, it's not as a big deal to put out. And the reason they want it is because of the sales tax. It'll generate about a quarter million dollars to the City of Sand Springs. And, it's a gift from my wife and I because we offered it. And, but, now what's happened is since we did offer it, they're attempting to twist my arm, and when they withhold water, guys, that was, in my opinion, a bad thing. That's not how you do business. And, um, not for people that live here. And

we live here and develop here and we try to do what's right. And we were restricted from having access to water that I paid for, that the city signed off and said it's okay to send to ODEQ. ODEQ signed off. ODEQ because of the city's...on a subdivision plat, if you looked at the plat from, Tom Meshek, earlier there's a spot for ODEQ to sign. Okay. ODEQ signed it based on their acceptance and then they come back later and say, no we're not going to let you have it. That's not how you do business. Okay, it's just not how you do business. Um. However, we'll work through that. We're still going to proceed with the annexation. We have some restrictions. There are some things that we need to make sure that don't cost my wife and I or our buyers an extensive amount of money. And we want to make sure those things work through. And we can do that. We can get the city a good chunk of change for keeping that golf course open and other things. And that's all good. And we're honored that we can do that. On the other hand, we need the city's help a little bit to work with us to say, instead of just trying to strong-arm us, to say, here's the things we can work with and here's the things we can't. And we need some time...I promise you guys, no one except for Ms. Pitts who sent me some notices and I've talked to her a couple of times, have called me about this in 45 days. Zero.

Mr. Askew: Rachel, what is the staff's position on the developer's request to continue action on this.

Ms. Clyne: Speaking for staff that's not myself because I wasn't a part of the conversations, I believe that the city attorney and assistant city manager and the acting city manager, along with the public works director did agree that the service plan provided in the ordinance as presented is what they wanted to move forward with.

Mr. Ringle: (Loudly) In that case, I will withdraw the request for annexation. Period. This is a voluntary annexation. I apologize. I've done everything that I can. I will not, I apologize, but I cannot, I can't believe the City of Sand Springs will not continue this. Unbelievable. And that's fine. However, since it is voluntary and I signed the request for annexation, I can withdraw it. And in that case, I have.

Ms. Clyne: Alan, if you want to continue it that's up to the Planning Commissioners. (Mr. Ringle spoke over Ms. Clyne)

Mr. Ringle: But you just said that, basically, you advised staff not to. Okay, and so it's the same thing that I have to deal with, (sigh) it's just part of doing business here in Sand Springs, guys. And...

Mr. Shindel: Hold on a minute now, Alan. Just take a breather. Again, and I'm going to look at it from the city's side of this thing, what Rachel is saying is that the city manager as stands, well, Bruce Ford, and our attorney Weatherford and Kevin Nelson have all indicated that they're ready to move forward with it as it is. You've come before us and you stated that you have concerns. Okay, and we do have the right to continue it.

Mr. Ringle: Yes, sir.

Mr. Shindel: Okay. That's our place to do it if we choose to do that. That's up to everybody sitting here. I don't know how everybody else feels about it but you seem to have concerns that you feel are legitimate and need to be addressed. (Mr. Ringle spoke over Mr. Shindel)

Mr. Ringle: They have to be addressed.

Mr. Shindel: In the same sense of looking at proper notification to the world in regards to a skateboard park, I feel like if you are voluntarily annexing something in, I do, like I said when I read this I just picked up on that little bit of stuff there and I thought, gosh that's kind of vague to say that we're going to endeavor to work with the people on stormwater retention. That's something that, to me, I know it's running down hill but should have an answer. I mean, we would have an answer in any other way. So, my point being at this point is I would suggest that you maybe allow us the opportunity to vote before you withdraw your request for annexation. (Mr. Ringle spoke over Mr. Shindel)

Mr. Ringle: No worries. I was really surprised that staff would not, that staff's...and I apologize. (Mr. Shindel spoke over Mr. Ringle)

Mr. Shindel: Well, I would say (unintelligible – Rachel?) was relaying what the position of the city is. She was saying that that's not necessarily her point of view in the sense that she's just relaying what the city manager and the assistant city manager were (Mr. Ringle spoke over Mr. Ringle).

Mr. Ringle: Rachel was not in the meeting with me. It was actually the city attorney and Bruce. Okay, and they knew, I went through about ten things that we had to work through, had to work through, okay, and I withdrew a few of them today. I mean, just, they're all over the place.

Mr. Shindel: Let me make a motion. Let's do this. Before you withdraw yourself officially. Let's say you haven't officially withdrawn.

Mr. Ringle: Alright.

Mr. Shindel: I'll make a motion that we continue this and give time for that to happen because a lot of times what happens, I believe what happens, is these things are scheduled for the agenda they start rolling through. It comes time to do it, you're not actually prepared to the point that you want to be, whether the city is or not, okay, if you're not satisfied, you are the applicant (tape changed to side two)...nobody has a problem with continuing it. It's just going to be one more agenda item for us to look at a later date.

Mr. Ringle: And like I said, a big reason for the city doing this right now (Mr. Shindel spoke over Mr. Ringle)...

Mr. Shindel: It's not like you have 14 houses out there right that there's going to be money gained on...

Mr. Ringle: That's right.

Mr. Shindel: The rooftops aren't there.

Mr. Ringle: Exactly. They're not there yet.

Mr. Shindel: And if you're willing to annex it in, I'm willing to accept an annexation but I want to see it cleared up also as much as you do. For everybody's benefit.

Mr. Askew: For purposes of our record, I'd like Mr. Ringle to tell us that he is withdrawing the withdrawal or, in other words, continuing the annexation. (Mr. Ringle spoke over Mr. Askew)

Mr. Ringle: I'll withdraw the withdrawal, sir, based on the motion made by Mr. Shindel.

Mr. Wood: I'll second that.

Mr. Parsons: Okay, we have a motion and a second. I want to say, you know, for the record, I understand somewhat your frustration. However, I do know the city has been, I'm not sure what the word is, overwhelmed with the low-income apartment thing.

Mr. Ringle: And I respect that. I understand.

Mr. Parsons: In my mind, really, the equitable and fair thing to do is to continue this when you can get the attention that I think you deserve from the city and the city has the time and the opportunity to work with you and any developer. Not just you specifically but any developer in the city of Sand Springs to resolve the issues in a timely manner and, you know, their attention and focus has been totally fractured and regardless of, well, unless there were a lot of different circumstances I think we would be urging continuation anyway.

Mr. Askew: I have a question for Mr. Shindel for clarity. Are we moving to continue it to any specific time or are we just continuing it indefinitely?

Mr. Shindel: Okay, I guess the question would be, is it possible for me then, is it possible for me to make a motion? Does anybody know of any reason why until such time as all parties feel confident to come back and then notification be given and we put it back on the agenda at that time.

Ms. Pitts: Since the City Council set the public hearing at their City Council meeting, you would have to make a recommendation to them and let them accept the continuance.

Ms. Clyne: Since the City Council does have to hear it on the 11<sup>th</sup>, we could continue it to the next Planning Commission. We could tell them what's going on and let them know that we need to continue it and they can approve that and hopefully we could just do it then on

October 18 and ask them to set the next City Council then to take another recommendation.

Mr. Shindel: So, what we're doing then is we're gonna, make a...then I need to make a motion or someone, however, we're going to make a motion that we make a recommendation to the City Council to continue this on to allow the Planning Commission to continue it on to their next Planning Commission meeting, the next scheduled meeting, at which time if a decision is made, then it would go back on the agenda again if all answers, everything has been cleared up. Does that motion make sense?

Ms. Clyne: I think it makes sense.

Mr. Askew: Second.

Mr. Parsons: So, we're basically continuing for our purposes, to October 18 meeting. And at that point if we're still not where we need to be or we want to be, we can continue it again.

Ms. Clyne: Yes, it (Mr. Ringle spoke)

Mr. Ringle: I would hope that we could get through some things.

Mr. Parsons: And (unintelligible) our communication to City Council is just that. That we're continuing it until October 18.

Ms. Clyne: The Staff Report will explain it and if they have any questions, you know, they'll call.

Ms. Pitts: Notification for the October 11 hearing has already gone out so that would meet the requirement for Open Meetings Act to continue it, to recommend continuance to City Council and for City Council to accept that.

Mr. Ringle: I just will tell you this. I requested a continuance from the Assistant City Manager last Monday. So, if there was any notices or anything of that nature going out, I'm sorry. I mean, because I last Monday at Chamber meeting with Representative Fallon, specifically visited with the Assistant City Manager and said because we've had no contact from you, there's no way for us to go forward at the Planning Commission meeting next week. And we need to continue it. Was that ever relayed to you Ms...Rachel?

Ms Clyne: No. It wasn't.

Mr. Ringle: Okay. Thank you. And I don't know what, at this point...

Mr. Shindel: You're fighting a battle here that you don't have to fight anymore. It's easy to get fired up but it's time to cool down.

Mr. Ringle: Sure. But I've been fired up all day. (more untillegible – Mr. Ringle)

Mr. Shindel: Take a glass of water there and eat a pack of crackers. It'll all be better.

Mr. Parsons: Okay. We've had a motion by Mr. Shindel, a second by Mr. Askew. Any other discussion? (pause) Roll call please.

Ms. Pitts: Mr. Wood, aye; Ms. Voss, aye; Mr. Parsons, aye; Mr. Shindel, aye; Mr. Askew, aye.

Mr. Parsons: Last item on our agenda is Director's Report.

Ms. Clyne: I don't have anything to report but I know that with the apartment thing there has been a lot of up-in-the-air.

Mr. Parsons: There has been some discussion around town about that.

Ms. Clyne: I don't know that I would have the answers but I would be happy to attempt to answer any questions you may have since the last time City Council met, in which we could not speak of anything apartment-like. If you didn't know, OFHA did approve the...

Mr. Shindel: They did approve the funding for both the apartment complexes as reported to the Leader.

Ms. Clyne: I don't know what the City's official response will be but I know it's not over. And September 28 is the day on which the injunction is lifted, which is unfortunately after our next City Council and it hasn't been relayed to me maybe it will go on until October. I don't know. I'll see David Weatherford tomorrow and I'm hoping he'll fill me in and let me know what's going on.

Mr. Parsons: Anything else?

Ms. Clyne: Oh. Because we're only meeting once a month now, I should have brought my calendar. October 2, which is a Saturday, is Care Day. This is a reminder to let your citizens know you can throw away big trash, limbs and whatever, and this Thursday is the Homecoming Parade. It will be in the evening.

Mr. Parsons: October 16 is the Soapbox Derby.

Ms. Clyne: I was moving down the line to that. We're working on the schedule for that.

Mr. Ringle: After, I'm sorry...

Ms. Clyne: Go ahead.

Mr. Ringle: I have some other, I'm past chair of the Sand Springs Economic Development Authority. Just FYI, cross your fingers we may have a big user for part of the STAR Center. And hopefully in the next upcoming months you'll see some activity kind of come through. It's one of our local businesses. We've been working with him now for about three years because the economic times kind of went down. But it may finally get that thing off of high-center. So...

Mr. Shindel: It's not going to be another Chinese restaurant, is it? (laughter)

Mr. Ringle: No. That would be like...I think the south side is due for something like that.

Mr. Shindel: There's been a glut of them here lately. (more laughter)

Meeting adjourned.

Ms. Clyne: Oh, wait, can you un-adjourn?

Mr. Parsons: Alright, un-adjourn.

Ms. Clyne: I don't know, Tom, you might be the best person to ask this, since you're the legal type guy. Without it being an item on the agenda can staff call for an Executive Session? Or does it have to be an item on the agenda?

Mr. Askew: You're asking the wrong person.

Mr. Shindel: I think it has to be on the agenda.

Ms. Pitts: It has to be on the agenda according to the Open Meetings Act.

Ms. Clyne: Adjourned!

## 7. Director's Report

Planning Director Clyne informed the Commissioners that both applications for OFHA tax credits were approved. She will be available to answer any questions. She had no knowledge of any appeal actions by the City.

Mr. Ringle announced that as past chair of SSED, they may have a big user of STAR center. A local business may be interested in using that property.

## 8. Adjournment

The meeting was adjourned at the noted time of 4:57 p.m.

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Date of Approval

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Lana Voss, Secretary

## Annexation

### 6. Ridge View Drive Property, Alan and Susan Ringle

STR 2-19N-11E

Planning Director Clyne: This is a request to annex approximately 6 acres just on the south side of the Osage County line right on the Tulsa County line west of the Country Club. You can see the legal there and I can explain that. It's a little bit strange because there is along the line that leads along the county line out to the road so the legal description has kind of set a couple of people back in trying to make it match up with the tracts. One of the tracts is shaped like a flag pole. If the annexation is approved, it will come in as RS-3 zoning which is Residential High Density Single-Family. When this was written last week, when I had to have it in, Public Works was still reviewing it as well as the ordinance. The City Attorney is waiting for final word for the service plan from Public Works and you probably saw at your stations tonight all of the comments that I was able to gather up until about 5:00 tonight. Basically, we've got the Economic Development Director and the City Attorney saying "yay." We've got Public Works needing clarification. Fire Marshal with a concern but he said it will probably be okay. Police department that it's a minor concern but it's something that Assistant Chief Carter told me was, in the future, when they're built, if someone in the City is playing the music too loud and an Osage County person calls to complain, then the sheriff has to come and he has no jurisdiction over the loud music. So, he says that's like the worst-case scenario but they have split jurisdictions now and are able to accommodate them.

Mr. Parsons: But this is still Tulsa County, south of the line.

Ms. Clyne: Yes. It's right on the line so that it's Tulsa County only.

Mr. Parsons: But part of it's not in Osage County.

Ms. Clyne: You are correct.

Mr. Parsons: I know it's real close.

(Rustling papers, commissioners confirming location.)

Mr. Alan Ringle: (Indicating a map) This right here is the county line. This project is Osage County and we'll talk about that in a little bit. This is the Tulsa County side. This project is in three different sections in two counties. No part of this initial annexation is in Osage County. It's in Tulsa County.

Mr. Parsons: So, all we're annexing tonight is the...what's in Tulsa County. So, why are we not annexing it all at once?

Mr. Ringle: When Rachel's finished I'll address...

(Commissioners talking among themselves...)

Ms. Clyne: I have nothing further unless you have questions. I'm just reporting the info I have. It's really not complete. I don't have a recommendation (other talking) from all the departments.

Mr. Parsons: I think Paul might have a question.

Mr. Shindel: Same question you had. Why aren't we annexing the whole thing.

Mr. Ringle: I started this project, um, I'm Alan Ringle, sorry. I started this project in March of last year.

Mr. Parsons: Hold on just a minute. Susan, can we get what he's saying or do we need him at the microphone.

Ms. Pitts: It would be better if he's at a microphone. He can do that one or that one. (indicating two different microphones)

Mr. Ringle: I used to start coming to this Planning Commission in 1981 and I was probably here every two weeks for about twenty years until...

Mr. Parsons: This is not your first time.

Mr. Ringle: No, not my first time here, anyway. But it's been a long time since I've been here. Talk a little bit about the annexation. A year and a half ago, probably last May, visited with City Attorney, City Manager, Rachel, Public Works, went through this entire process of what we were going to do and how this process was going to work. At the time, I had already submitted a preliminary plat through Osage County's jurisdiction for the stuff in Osage County and was working, already had that approved, and was working through their jurisdiction. There was no sense in me changing jurisdictions in the middle of the project. It would just cost time and effort. And so we came to a gentlemen's agreement at the time that when it came time to, when I got all my construction finished up there that the Tulsa County portion, we would come in and annex first. That's what we're doing right now. And all the construction is basically finished. There's a little bit of tweaks that still need to go on. The plat in Osage County will be filed probably December 15, pretty close, it's already been approved final but it's going to go back to the commission on December 15 and be filed. And I probably wasn't, I wasn't planning on doing it so quick but what's happened is some of the federal tax credits that recently have come about have, people have got off the fence and want to start right now. They want to start their homes by January 1 so that they can actually have occupancy by June 30 so they can get that tax credit. So, this is pushing me forward a month or so. What the gentleman's agreement with the city was this, is after I got the projects in Osage County built, we would come back in and annex that. Okay. There are several questions, unfortunately, some of the people who made comments on that list were not part of the Public Works Director, the Economic Development Director, the City Manager, Rachel or myself and so they've got questions that I don't know where they come up with them but that's okay. But, so that's kind of

what our goal is, is annex the Tulsa County...excuse me. (pause) We annex the Tulsa County stuff because there is no construction and there is no facilities in the Tulsa County portion.

The roads are all private. The water line is already existing. The electric is already built. Everything is there. There was no need for easements. It was on top of...it's on top of a mountain is what it is out there just beside the water tower. Um, and so that's kind of why, realistically I'm gonna be coming back to this board and to the city probably in six month annexing the rest of the property. Um. That's what we've discussed. So, the people in the addition, I think, want to be in the city but because I started the development outside and outside of this jurisdiction in a different jurisdiction, and, please understand, I own about 2,500 acres in Osage County, and I do a lot of business with Osage County and the County Commission up there and the Planning Commission and I didn't feel it was appropriate for me to jerk that project once I'd already started it and pull it into another jurisdiction. So, long answer for what happened.

Mr. Parsons: Well, that helps, thank you.

Mr. Ringle: Yes, sir.

Mr. Shindel: Rachel, are there any concerns, and Alan I'm not trying to stomp on your parade here, are there any concerns over the width of any roads or anything of that nature that is being developed in, that will be developed in this or in the Osage County tract later? I mean the roads are already in and, the reason I see that, I see it says something to the effect of 14 ft. fire marshal said standard public streets are normally 20 ft.

Ms. Clyne: These are private streets.

Mr. Shindel: These are gonna be all private. So that's...

Mr. Ringle: They're actually 20 ft. streets. What he's referring to is it's gated in front, it's a gated project, and those gates are 14 ft. Those are traditional gates. Go over and look at it.

Mr. Shindel: I drove down in there before you put the gates up and I couldn't, and I was thinking that it seemed like it was wider than 14 ft.

Mr. Ringle: It may be. It's probably 14'6" but if you go to the nicest south Tulsa developments that have twin gates, they're 14 ft. So, I mean, it's built. But the roads are not 14 ft.

Ms. Clyne: The fire marshal just said that if the gates reduced any of it, he felt the trucks would probably still be able to make it. He just had some concerns as to how much space might be reduced from what exists when the gates are in place. It was just a concern. (someone clearing their throat obscured her final comment)

Ms. Voss: Tell me about all these waterfalls.

Mr. Ringle: Um. Have you played golf?

Ms. Voss: Never. Thank God.

Mr. Ringle: You don't play golf?

Ms. Voss: No. (chuckling)

Mr. Ringle: Ah. These are natural falls. You've seen the falls at Skyline Falls? They only run when the water is running. They're about, I suppose, about this big (indicating). There's a series of falls, the coolest ones are these right here (indicating). Ah, it cascades for about for about 40 vertical feet right through here and it's just gorgeous in the back yard. There's twin ones right here...(inaudible). The terrain on this area right here, this is a huge ridge top. These views have, these lots have twin views. They see about 20 miles to the south and maybe a couple of miles to the north. So, the front yard's got a nice view and the south, back yard has a view. Ah. But, yeah, they're real cool. Skyline Falls, we developed that project, which is just up the road, about 10 years ago. There were probably 3 or 4 waterfalls in there.

Mr. Shindel: Uh huh. A couple of big ones back in there.

Mr. Ringle: Yeah. Very, very desirable properties. Uh. The properties are steep.

Mr. Shindel: I did notice that on the ones on the north side of the road. When I saw that I wondered about that.

Mr. Ringle: Part of the other reason is this, developing in Osage County, if you've ever been in any of my other projects, I've done Skyline Falls, the Preservation District, Windridge, we're doing another one called the Cliffs at the Preservation District, another one called the Lakes at Windridge. Up in Osage County with all those hills and terrain, it's not the simplest place in the world to develop and you have to have...but I've been pretty successful in doing it. And a lot of which you'll see in these projects don't necessarily conform to the strict flatland guidelines that our subdivision regulations have. I mean 'cause our subdivision regulations just don't fit these hillsides very well. Um, but, it's a little easier to develop outside of that. But once it's done I've had the city engineer in the project thought it was great. So, um,

Mr. Shindel: Well, the concerns, Rachel, the concerns that are listed here, and being that they are...well just any of them, I mean Public Works, anything, where it says, you know, that Tract 4 is in question...

Ms. Clyne: Tract 4, I figured that out, the legal description submitted...

Mr. Shindel: I guess really where I'm going with this, though, is how does that affect what we're doing now? I mean if we annex this in, you've brought this to us and as, (Ms. Clyne commenting: It's not complete) I think everybody is aware, I'm very pro-annexation, so I want to annex anything, as far as I'm concerned is reasonable, but...

Ms. Clyne: The only thing that I don't have before you is the ordinance. And the ordinance would be what you would recommend to City Council. I don't have it because the Service Plan was not completed by Public Works so the review was not completed by the City Attorney. So, it's on the right track I just don't have an ordinance to present. Which is why I don't really have a recommendation because, you know, I don't have anything for you to recommend.

Mr. Shindel: I guess my question is are we recommending if, let's just say if the panel recommends annexation, agrees to it, should everyone agree, is it subject to these being...that's what I'm asking. To the service plan being everything being provided or satisfactory to the Public Works department. Is that how this is working?

Ms. Clyne: And, then of course, reviewed by David Weatherford.

Mr. Shindel: Yeah, normally we have these things, in other words we've already decided that there's not going to be any garbage or there is going to be garbage pickup and all those kind of things.

Mr. Ringle: I'll address that. I think by the time the first homes get completed the rest of this project will already be in the city. Okay, so, a lot of these...the only thing I don't understand, which is kind of interesting, is, ah, the Service Plan should specify that out of city water rates will apply. That's insane. So, you annex property into the city but they have to pay county rates, which is double. So, that's kind of interesting. So, I can answer each one of these if you want and then kind of give you some clarification if you need to.

Mr. Shindel: You know I saw that Alan and the only thing I can think of on that is that it may be in a rural water district right there.

Mr. Ringle: No. There is an existing 12" water line right there. And, it's like, but again I haven't seen these until this evening so I've not had the opportunity to go back to, ah, Public Works and visit. Ah, I'll answer the questions. I can quickly go through here and answer these for you if you need to.

Mr. Shindel: No, it's not, as far as I'm concerned, maybe for someone else but not for myself. I was just curious how we were addressing it to the annexation itself.

Mr. Askew: Alan, does the part delineated with the yellow boundary represent the 5.83 acres?

Mr. Ringle: Yes.

Mr. Askew: What am I missing? Because the four tracts each represent...

Mr. Ringle: You're probably looking at the wrong legal.

Mr. Askew: You've got 0.83 acres. That's got to be wrong because it is three times as big.

Mr. Ringle: It's actually three times that.

Mr. Askew: Okay. That makes sense. Now the math works. The one I'm looking at shows Tract 4 to be .84 acres and...

Mr. Ringle: Right and that is the number...it's actually 2.5 acres.

Mr. Shindel: It's 2.53 total is what it is?

Mr. Ringle: It's 2.5 on that last tract. You'll probably come back and see it on the plat or something on that street.

Mr. Parsons: Yeah, 'cause this is not an, I mean, this is just an annexation. This is not a plat of anything.

Ms. Clyne: That's correct. This is just a request to annex the land into the City of Sand Springs.

Mr. Parsons: Okay. Can we proceed without the ordinance?

Ms. Clyne: It's my understanding that if you choose to make recommendation for approval of the ordinance to be created subject to the conditions of the Service Plan that has not yet been written nor approved, I mean it could be it's just I don't have it yet, then yes you can. And then we just cross our fingers that that actually gets written and approved by David before next Wednesday when we have to turn it in for council agenda. So, I think as long as you can make a recommendation that's conditional just like you, you know, you don't have all of the information, um, you can wait, you can deny. I mean, it's kind of like anything else, you just don't have the actual document in front of you. It's gonna be assumption that if I bring it to you, it's been reviewed by the City Attorney. And, so, it's a good document. So, the document that's brought forth to the City Council, if you recommend it conditionally, will be appropriate. And it will address the needs of Public Works in the Service Plan. So, it's kind of like, if you trust that Staff will get it done right, you can approve it conditionally. If you have to actually see the document, it has to wait.

Mr. Wood: It wouldn't go to the City if it wasn't complete, would it?

Ms. Clyne: Correct. The ordinance would have to be finished and approved by the City Attorney by Wednesday morning next week. And if it's not, then no it could not go to City Council.

Mr. Parsons: But it wouldn't come back here?

Ms. Clyne: No. It would only come back here if...

Mr. Parsons: It would just go at a later date to the City Council.

Ms. Clyne: Correct. It would go in January.

Mr. Shindel: I will move to approve the annexation subject to the ordinance being written and all of the subsequent requirements, I was going to try to spit it out like you did earlier, I was just gonna say, I move that we approve it according to what Rachel said. And I didn't think that would work. (chuckling) Um, that the subsequent requirements be satisfied to the City's satisfaction and, um, to Mr. Ringle's satisfaction as they work together to try to get it worked out. Is that sufficient?

Mr. Parsons: Sounds good to me. Susan will get it on the tape right.

Ms. Pitts: Did you intend to say all the Service Plan requirements or all requirements?

Ms. Clyne: I think the Service Plan needs to be spelled out because the new annexation plan that Council passed says that each annexation application that comes forward will be reviewed separately from any other service plan written just for that...

Mr. Shindel: Then how are you suggesting that I word it then 'cause what I was trying to say was...

Ms. Clyne: I would say Service Plan instead of specifications.

Ms. Shindel: Okay.

Ms. Pitts: Motion to approve subject to ordinance being written (inaudible)

Mr. Shindel: Alright. I'll say it again. Motion to approve what Susan said. (chuckling) Recommend approval subject to the Service Plan being satisfied by Public Works and the City Attorney. Okay. By God we'll get this thing...

Ms. Voss: And I'll second what you said again.

Mr. Parsons: Okay. We have a motion and a second. Any further discussion? Roll call, please.

Ms. Pitts: Mr. Wood?

Mr. Wood: Yes, aye.

Ms. Pitts: Ms. Voss?

Ms. Voss: Aye.

Ms. Pitts: Mr. Parsons?

Mr. Parsons: Aye.

Ms. Pitts: Mr. Shindel?

Mr. Shindel: Aye.

Ms. Pitts: Mr. Askew?

Mr. Askew: Aye.

Ms. Pitts: Mr. Neal?

Mr. Neal: Aye.

Mr. Parsons: Next item. (paper shuffling, inaudible talking) Okay, next item. Lot split. And this is the same plot of ground?

**SSL-580**

**7. Ridge View Drive Property, Alan and Susan Ringle STR 2-19N-11E**

Ms. Clyne: It is. This request, um, the staff report in this one does not have the correct legal description. If you need to refer back to the annexation, that little portion is what's missing, which is why the numbers don't seem to add up. But basically this is a request to split the land so there is a total of four tracts: Three not quite one acre tracts and then one about two-ish and then that connecting to the road, the flag strip. This would be something that you could approve. This normally doesn't go to the City Council so this would be sort of in purgatory, limbo, wherever assuming that the annexation goes through City Council on the 14<sup>th</sup>, then this would automatically be, like, approved.

Mr. Shindel: So, we would, well, really we would be approving it subject to the City Council approving the annexation.

Ms. Clyne: Yes. As long as you get it...just...what you said. (chuckling)

Mr. Shindel: We're having too much fun.

Mr. Parsons: Yeah, we are. Okay. So, then I'm assuming again you don't have a recommendation, then.

Ms. Clyne: Staff would recommend approval pending approval of the annexation.

Mr. Parsons: Okay. So, help me with this, Rachel. Why is this classified as a lot split?

Ms. Clyne: Ah. Because the applicant requested a lot split as opposed to a subdivision?

Mr. Ringle: I'll try to answer that.

Mr. Parsons: Okay.

Mr. Ringle: A subdivision can be a lot split or a plat. Okay. When you split property it's still a subdivision. State law and Sand Springs law permits you to split a parcel up to four times without doing a subdivision plat. Okay. These lots, because of how they are, they are actually more than...if you can imagine, this is the county line and there is a street there (indicating on an exhibit), there's already water there and there's all utilities there. There are no need for additional easements. There's no need for perimeter easements because it's on the side of a mountain. There's no need for all those things that typically are functions of a subdivision plat like this is. (inaudible comment) These, you don't need anything, because it's already there. Even the statutory right-of-way is already there where this street is. Like 41<sup>st</sup> Street with the statute right-of-way. Therefore, this is a very simple subdivision, if you will, or split. You don't necessarily have to go through the complication of doing a plat just on those lots because they really don't need all of the things that are already there.

Mr. Parsons: Alright.

Mr. Shindel: So, Alan, I'm aware of the statutory rule because I've used it a lot of times. That baby works well for splitting properties. I was under the impression, I guess, by coming here, I know the state says, uh, you can split four times without going through, like, the planning commission or something just by writing a deed if it's five acres or above.

Mr. Ringle: You're exactly correct.

Mr. Shindel: Okay. But you can also, that also applies to just splitting four times. If you come in here and you ask us to allow you to do it. Okay. (Ringle in the background) I just wanted to clarify that.

Mr. Ringle: Same thing. You take a piece of property, ah, for example, I mean, in Tulsa County, for example, we've got property there on Old North Road, we've got 15.5 acres right below Shadow Creek. I could go in on that piece of property, actually I've got almost 20 acres, I apologize, right there below Shadow Creek, I could go in there and in

Tulsa County and in Sand Springs, I could sell five acres without asking anybody. Okay. No one. Okay. But I have 19.85 acres there. I've got to have at least one split. And so in Osage County, for example, you can't sell anything less than 10 acres without having a split.

Mr. Shindel: Creek County is that way, too, I believe.

Mr. Ringle: So, I mean, there's different rulings but the reason, I'll just clarify one of the things, the reason we asked for RS-3 zoning, not because we are putting RS-3 density in this place, but for setbacks and side setbacks because pull in there you'll see it's pretty extreme terrain. Ah, that's why we asked (inaudible). Did you go back in there?

Mr. Parsons: I did.

Mr. Ringle: It's pretty back in there. Did you see where all the construction is going on? That's these lots right here (indicating on exhibit).

Mr. Wood: But it is pretty extreme terrain.

Mr. Ringle: It is. So, I needed...I needed a little leeway, again, it doesn't conform to a lot of the traditional, ah, I think in a year you will probably see...

Mr. Parsons: Somebody'll build on it, though.

Mr. Ringle: 'cause they've got good views. So. It will take some time.

Mr. Parsons: So how is this, this probably doesn't have anything to do with anything, but I'm gonna ask it anyway. How is this different than the Eagle View or whatever it was RV park because it's one block and we made Troy jump through the hoop of building a plat, I mean building a, yeah.

Ms. Clyne: His is required to go through the platting process and I can dig right quick. No, I can't, because my sub-regs are downstairs. I can run get them and give you an answer but, um...

Mr. Parsons: I'm just curious. It kind of, in my mind, the two situations are real similar and we made Troy go do a plat and here we're saying we're not going to.

(inaudible talking)

Ms. Clyne: That's what I was thinking. The SUP probably required a subdivision and there might be more reasons but, believe me, Troy came here trying to get a plat waiver and the commission denied it, so. And I can't even remember what my argument was.

Mr. Parsons: Well, I don't either, but in my mind I want to be as consistent and fair to everybody.

Mr. Ringle: I can try to answer. Typically SUP require plats. When you rezone a piece of property it requires a subdivision plat. This property doesn't have either one. It's not being rezoned because it's coming in under the current zoning so there's not been a rezoning. When you do a rezoning or change the zoning classification of a property it typically requires platting. Then, as long as you don't have to have a lot of hidden structure and things like that built, it's not a big issue.

Mr. Shindel: Is being in the City of Sand Springs, Alan, relieve (?), you know, in my dealings with INCOG, they have, everything I've ever tried to do if I went below, I mean outside in the County, if I went below five acres, boy they drummed the band about minor plats, if nothing else, you know, minor subdivision plats.

Mr. Ringle: I had two choices on this piece of property. I could have left it with INCOG, because I met with INCOG last year, and said this is what we're going to do, here's what my goals are. Ah, I met with Tom Rains and he visited with Karen Keith after she was, I said here's what our goals are, in fact, I already agreed, Sand Springs is probably a little bit easier, but we'd already kind of worked this out last year so I didn't really sweat it too much. Ah, since I have a better working relationship with you folks here and they've been begging me to annex property into the city and begging and begging and so basically what I said was, alright I'll annex a small piece to start. That's actually what I said. I'll annex a small piece to start and see how the process works. Because I want to make sure it goes smoothly and I don't get hung up. And, I said, otherwise we don't have to because I'm not in your jurisdiction now anyway. So, I guess that David's been begging me to annex. We're going to annex and go through the process and get it going. We've got other projects that they're wanting to annex up to the north. If I can work through the system without getting really, you know, it's fine, but to answer your question I guess Tulsa County and Sand Springs, I live here and prefer to work with Sand Springs.

Mr. Shindel: We're being a little more user-friendly.

Mr. Ringle: I would hope. I would hope so. This benefits, you know, a little project like this, you know, we've got 33, what is it 33 lots in this project and we're done. Now the average homes will be \$300,000. You know, it's (first tape side ended). And it amazes me, but I've been on that soapbox before, but, ah, and I'll stay on it, but our goal at the city is, on this project, you've been very helpful and I'm sure we'll continue forward. They want the sales tax and they want some ad valorem tax out of it. They want the user tax from the utility companies. Obviously, because I didn't know this until just today, they're going to get double the water rates out of me. They're going to get the extra, you figure each house has a \$100,000 worth of, ah, materials going into the home. If it's annexed into the city, that's three thousand bucks into the city's coffers. Just per house just from materials delivered to the site. So, that's why they want me to annex because it's a function, well, it's a good thing for the city also. Plus it builds up our base and it does create some cash for the city and benefit to the property owner is police, you already have fire, ah, these are private streets, I pay for the street lights,

they don't pay for them. I pay for the streets, they don't pay. The drainage is mine. So, it's pretty much a no-brainer for the city. We'll see how it all (inaudible).

Mr. Shindel: I'm done.

Mr. Parsons: Okay.

Mr. Shindel: You looking at me? I'm done.

Mr. Parsons: I think I'm done.

Mr. Shindel: Do we need to worry about the legal? Do we make it subject to the legal being corrected prior to, you know, along with...?

(Mr. Ringle and Ms. Clyne discussing legals)

Ms. Clyne: I thought that was part of number 4.

Mr. Ringle: This piece here is not getting split.

Ms. Clyne: Maybe that's why TJ said the numbers didn't add up.

Mr. Ringle: Probably. The flag piece is not being split off.

Ms. Clyne: The way that Exhibit A is right here and then I did the tracts based upon your information on the application...

Mr. Ringle: These are actually correct, well there's two Exhibit A's. That's perfect, that's it. That is exact (inaudible)...and those are the legals that correspond with it.

Ms. Clyne: That's what I put on there.

Mr. Ringle: Okay.

Mr. Shindel: I guess they're correct then.

Mr. Wood: I move that we recommend that the city approve the lot split providing the prior motion is approved.

Mr. Shindel: The city doesn't have to approve the lot split, do they?

Ms. Clyne: The City Council doesn't. The planning commission would recommend approval subject to approval of annexation by City Council.

Mr. Shindel: That's what you need. That's what I thought.

Mr. Parsons: Okay. We have a motion and...(Mr. Shindel seconded) okay.

Mr. Shindel: I second.

Mr. Parsons: Okay we have a second by Mr. Shindel. Um. Any other discussion?  
(none) Roll call, please.

Ms. Pitts: Mr. Neal?

Mr. Neal: Sounds good. Aye.

Ms. Pitts: Mr. Askew?

Mr. Askew: Aye.

Ms. Pitts: Mr. Shindel?

Mr. Shindel: Aye.

Ms. Pitts: Mr. Parsons?

Mr. Parsons: Aye.

Ms. Pitts: Ms. Voss?

Ms. Voss: Aye.

Ms. Pitts: Mr. Wood?

Mr. Wood: Aye.

Mr. Parsons: Alright. Thank you.

Mr. Shindel: Keep on keepin' on, Alan.

(Informal discussion among commissioners and Mr. Ringle)

**MINUTES**  
**Sand Springs City Council**  
**Regular Meeting**  
**October 25, 2010 – 7:00 p.m.**  
**Sand Springs Municipal Building**  
**100 East Broadway – Room #211**  
**Sand Springs, Oklahoma 74063**

**MEMBERS PRESENT:** Mayor Robert L. Walker (8-0)  
Vice Mayor Mike Burdge (8-0)  
Councilman Michael Phillips (8-1)  
Councilman Dean Nichols (8-0)  
Councilman Brian M. Jackson (8-0)  
Councilman Ward Sherrill (7-2)

**ALSO PRESENT:** Interim Manager/Finance Director E. Bruce Ford  
Assistant City Manager Kevin Nelson  
City Attorney David Weatherford  
Recording Secretary Janice L. Almy

**ABSENT:** Councilman Harold G. Neal (8-1)

The Sand Springs City Council met in regular session on October 25, 2010 in Room #211 of the Sand Springs Municipal Building pursuant to the agenda filed with the City Clerk's office and posted at 4:00 p.m. on October 20, 2010, on the bulletin board located in the first floor lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063.

**1. Call to Order**

Mayor Walker called the meeting to order at the noted time of 7:00 p.m.

**2. Roll Call**

Mayor Walker called for an individual roll call with members replying in the following manner:

Mr. Phillips, here; Mr. Nichols, here; Mr. Jackson, here; Mr. Burdge, here; Mr. Walker, here; Mr. Neal, no response; Mr. Sherrill, here.

It was noted for the record that Councilman Neal was absent from this meeting.

**3. Invocation**

Following Roll Call, Vice Mayor Burdge delivered the invocation.

**4. Pledge of Allegiance**

Following the Invocation, Mayor Walker led the Pledge of Allegiance.

**5. Consent Agenda**

Mayor Walker informed Council that all matters listed under the Consent Agenda to be considered by Council are to be routine and will be enacted by one motion.

Mayor Walker noted that questions or clarification on any consent agenda items could be addressed prior to taking action. Mayor Walker requested if Council had questions or needed clarification on any consent agenda item.

There being none, Mayor Walker requested if Council had items to be removed from the Consent Agenda. There being none, Mayor Walker requested a motion regarding Consent Agenda Items 5A through 5G.

A motion was made by Vice Mayor Burdge and seconded by Councilman Sherrill to approve the Consent Agenda Items 5A through 5G, as follows:

- A) The minutes of the October 11, 2010 regular City Council meeting.
- B) The monthly Transfers of Funds.
- C) A Lot Combination Agreement to combine Lot 9, Block 7 with the north 10 feet of Lot 10, Block 7, Prattwood Estates IV.
- D) SUP-021 for a skate park at 1050 West Wekiwa Road.
- E) The acceptance of awarded funds in the amount of \$338,538.00 from the United States Department of Justice COPS Hiring Program grant.
- F) A supplemental appropriation in the general fund for an increase to the Revenue – Department of Justice Grant Revenue line item in the amount of \$338,538.00 and an increase to the Expenditure – Police Department line item in the amount of \$338,538.00.
- G) The FY2011 Capital Improvement Fund Sand Springs Lake Spillway Improvements Supplemental Appropriation for a decrease in the General Fund Ending Unrestricted Fund Balance and transfer out to the Capital Improvement Fund of \$300,000.00 and an increase in the Capital Improvement Fund

Expenditure for the Sand Springs Lake Spillway Improvement project of \$300,000.00; the Engineering Services Agreement with Keithline Engineering Group, PPLC for the Sand Springs Lake Spillway Improvements in the lump sum amount of \$30,450.00; and the authorization for staff to solicit and receive bids for construction of the Sand Springs Lake Dam Spillway Improvements as designed.

Mayor Walker called for the vote recorded as follows:

Mr. Sherrill, aye; Mr. Walker, aye; Mr. Burdge, aye; Mr. Jackson, aye; Mr. Nichols, aye; Mr. Phillips, aye.

The motion carried 6-0-0.

6. **Mayoral Proclamation**

Mayor Walker proclaimed the month of October as "National Breast Cancer Awareness Month" in the City of Sand Springs.

Mayor Walker read aloud and presented Fire Fighters Justin Hall, Justin Pope, Chad Lytle, Kyle Wayman, and Barry Molencupp with said proclamation.

Fire Fighter Justin Hall provided a brief report of the Sand Springs Fire Fighters' fund raising efforts by selling and wearing pink Breast Cancer Awareness tee shirts. A total \$1,745.00 was raised.

7. **Mayoral Proclamation**

Mayor Walker proclaimed the month of November as "Pancreatic Cancer Awareness Month" in the City of Sand Springs.

Mayor Walker read aloud said proclamation, noting the proclamation would be mailed to the requestor Jay Stern.

8. **Proclamation**

Mayor Walker informed Council of the consideration of a proclamation honoring Sam Harris' achievements in music, Broadway Theater, and television, and in recognition of his recent induction into the Oklahoma Music Hall of Fame.

Mayor Walker stated, if approved, the proclamation would be prepared and presented to Mr. Harris at one of his upcoming local performances.

A motion was made by Mayor Walker and seconded by Vice Mayor Burdge that approval of a proclamation honoring Sam Harris' achievements in music, Broadway Theater, and television, and in recognition of his recent induction into the Oklahoma Music Hall of Fame, as requested, be approved.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, yes; Mr. Burdge, aye; Mr. Walker, aye; Mr. Sherrill, aye.

The motion carried 6-0-0.

**9. Abandon PUD-30, STAR Center, SSED A – Ordinance No. 1205**

Mayor Walker informed Council that the applicant requested a continuance at the October 18, 2010 Planning Commission meeting regarding the Public Hearing and consideration of approval of Ordinance No. 1205 for a request to abandon PUD-30, STAR Center, located off Highway 51 and 137<sup>th</sup> West Avenue and east of 145<sup>th</sup> East Avenue (former Hissom Memorial Center).

The Planning Commission voted 6-0-0 to continue the request to abandon PUD-30 to the November 15, 2010 Planning Commission meeting.

A motion was made by Mayor Walker and seconded by Councilman Phillips that the Public Hearing and requested approval of Ordinance No. 1205 would be passed and returned to the Planning Commission for further review and/or consideration.

Mayor Walker called for the vote recorded as follows:

Mr. Sherrill, aye; Mr. Walker, aye; Mr. Burdge, aye; Mr. Jackson, aye; Mr. Nichols, aye, Mr. Phillips, aye.

The motion carried 6-0-0.

**10. Public Hearing – SSZ-472, STAR Center, SSED A – Ordinance No. 1206 or Ordinance No. 1207**

Mayor Walker informed Council that due to Agenda Item No. 9 being passed and returned to the Planning Commission for further review and/or consideration, no action would be considered at this time for Agenda Item No. 10.

**11. Public Hearing for Annexation – The Ridge Subdivision – Ordinance No. 1203**

Mayor Walker informed Council of the Public Hearing and requested approval of Ordinance No. 1203 which will annex ±19.70 acres, lying in Sections 34 and 35, Township 20 North, Range 11 East, Osage County, Oklahoma, generally located west of McKinley Avenue, north of the Osage/Tulsa County line, and west of the Blackjack Ridge golf course.

On October 18, 2010, the Planning Commission voted 6-0-0 to recommend approval of annexation of The Ridge Subdivision subject to the ordinance being completed to the satisfaction of the applicant and the City.

David Weatherford, City Attorney, stated he met with Alan Ringle, the applicant, and both Mr. Ringle and the City are in agreement with the annexation ordinance.

Mr. Ringle acknowledged his agreement with the annexation ordinance.

A motion was made by Vice Mayor Burdge and seconded by Councilman Sherrill that the requested approval of Ordinance No. 1203 which will annex ±19.70 acres, lying in Sections 34 and 35, Township 20 North, Range 11 East, Osage County, Oklahoma, generally located west of McKinley Avenue, north of the Osage/Tulsa County line, and west of the Blackjack Ridge golf course, as presented, be approved.

Mayor Walker requested comments or questions.

Councilman Phillips questioned whether the annexation included the two (2) new existing homes.

David Weatherford, City Attorney, stated the two (2) new existing homes are included in the annexation.

No comments or questions were received from citizens in attendance. No one signed in to address Agenda Item No. 11.

There being no further comments or questions, Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Sherrill, aye.

The motion carried 6-0-0.

## **12. Financial Reports**

Kelly Lamberson, Budget Officer, provided a brief narrative regarding the regular monthly financial reports for all funds and sales tax revenue for the month of September 2010.

## **13. Correspondence**

The following correspondence was provided to Council for their review and information:

A) Regular monthly bills

**14. City Manager's Report**

E. Bruce Ford, Interim City Manager, stated the written City Manager's Report was provided at Council's stations and reported on the following items:

A) Mark Williams, project manager for ODOT, reported that Wekiwa Road will be opened for two-way traffic by October 31, 2010. It was noted that all the curb and sidewalk work will not completed by then.

B) Lot Maintenance and city staff are coordinating the final mowing of each property to complete this season. Overall, Lot Maintenance is doing a favorable job for the City and staff is pleased with their work and responsiveness. It was noted that the expense for said work is currently under budget.

C) Public Work staff continues to meet with contractors and obtain quotes for the repair of the 41<sup>st</sup> Street Water Tower. A recommendation for repair will be brought to City Council in the coming days.

D) Tulsa County crews completed the final 2005 General Obligation Bond Street Overlays on October 18, 2010. A final report will be presented to City Council in the coming weeks. It was noted that the City Manager's report included a memorandum regarding the street overlays project summary.

E) The skate park site has received the first batch of custom concrete install. The project appears to be on schedule.

F) A new concrete pad is being readied to pour adjacent to the center for the site of a new bike rack, to be followed by other bike user amenities in coming months.

G) The 3<sup>rd</sup> Annual Civitan Downhill Soapbox Derby race was held on October 16, 2010. There were close to 100 entrants in this year's event. Our own Brian Talley, Golf Pro, placed 2<sup>nd</sup> fastest, for the 2<sup>nd</sup> consecutive year. The revised track/audience arrangement was a big hit, with minor "crashes" by the cart drivers, and no serious injuries to report.

H) Fire calls for the month of September accounted for 5-percent (13) of the total call volume. Two (2) building, three (3) vehicle, and four (4) brush/grass fires were recorded for the month resulting in \$19,500.00 in property loss.

I) United Way Week for City employees is scheduled for October 25-29, 2010, with various events and activities.

Following Agenda Item No. 14, Mayor Walker requested to move to the Municipal Authority meeting.

A motion was made by Mayor Walker and seconded by Councilman Phillips to recess the City Council meeting, to be reconvened following the Municipal Authority meeting.

Mayor Walker called for the vote recorded as follows:

Mr. Sherrill, aye; Mr. Walker, aye; Mr. Burdge, aye; Mr. Jackson, aye; Mr. Nichols, aye; Mr. Phillips, aye.

The motion carried 6-0-0.

The City Council meeting recessed at the noted time of 7:27 p.m.

Following the conclusion of the Municipal Authority meeting, a motion was made by Councilman Phillips and seconded by Vice Mayor Burdge to reconvene the City Council meeting.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Sherrill, aye.

The motion carried 6-0-0.

The City Council meeting reconvened at the noted time of 7:29 p.m.

#### **15. Executive Session**

A) Mayor Walker informed Council of the requested of retiring into Executive Session for the purpose of discussion related to pending litigation, City of Sand Springs v. OHFA, and Zimmerman Properties, LLC v. City of Sand Springs, in accordance with Title 25, Section 307(B)(4).

A motion was made by Mayor Walker and seconded by Vice Mayor Burdge to retire into Executive Session for the purpose of discussion related to pending litigation, City of Sand Springs v. OHFA, and Zimmerman Properties, LLC v. City of Sand Springs, in accordance with Title 25, Section 307(B)(4).

Mayor Walker called for the vote recorded as follows:

Mr. Sherrill, aye; Mr. Walker, aye; Mr. Burdge, aye; Mr. Jackson, aye; Mr. Nichols, aye; Mr. Phillips, aye.

The motion carried 6-0-0.

Mayor Walker, Vice Mayor Burdge, Councilman Phillips, Councilman Nichols, Councilman Jackson, Councilman Sherrill, Interim City Manager E. Bruce Ford, Assistant City Manager Kevin Nelson, Public Works Director Derek Campbell and City Attorney David Weatherford retired into Executive Session at the noted time of 7:30 p.m.

Discussion was held in Executive Session in regards to the topic listed on the agenda.

B) Following the Executive Session, a motion was made by Councilman Phillips and seconded by Councilman Jackson to return to the Council meeting.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Sherrill, aye.

The motion carried 6-0-0.

The City Council meeting reconvened at the noted time of 8:46 p.m.

C) Mayor Walker requested if there was any action deemed appropriate by the City Council as a result of the Executive Session.

Mayor Walker directed City Attorney David Weatherford to send this item to Planning Commission on November 8, 2010 for a SUP request and Public Hearing.

David Weatherford, City Attorney, informed Council that as a result of the City's appeal of OHFA decision, Zimmerman, LLC has requested that they modify their project to an age-restricted project. The age-restriction would limit the age of the residents to 55 and above.

David Weatherford, City Attorney, recommended scheduled a Planning Commission meeting on November 8, 2010, for a Public Hearing so the subject proposal may be heard and considered by the Planning Commission with a Specific Use Permit (SUP) which is a use permit with a use restriction enforceable by the City. Notice of the SUP would be provided, much like the notice for a zoning change.

A motion was made by Mayor Walker and seconded by Councilman Phillips to direct City Attorney David Weatherford to scheduled a Planning Commission meeting on November 8, 2010, for a Public Hearing so the subject proposal may be heard and considered by the Planning Commission with a Specific Use Permit (SUP), a use permit, with a use restriction enforceable by the City, as recommended, be approved.

Mayor Walker called for the vote recorded as follows:

Mr. Sherrill, aye; Mr. Walker, aye; Mr. Burdge, aye; Mr. Jackson, aye; Mr. Nichols, aye; Mr. Phillips, aye.

The motion carried 6-0-0.

16. **New Business – Any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda**

There was no new business to be discussed at this time.

17. **Adjournment**

There being no other discussion, the meeting adjourned at the noted time of 7:48 p.m.

  
\_\_\_\_\_  
E. Bruce Ford, City Clerk

## NOTICE OF PROPOSED ANNEXATION

The City Council of the City of Sand Springs has directed the publication of a notice of its intent to annex into the corporate limits of the City of Sand Springs approximately 19.70 acres located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf described below, said property comprising property owned by Ringle Development, LLC, and being adjacent and contiguous to the corporate limits of the City.

### **In Osage County:**

A tract of land situated in Lot 1, Section 35 and in Lot 4, Section 34, Township 20N, Range 11E of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1, Section 35, Township 20N, Range 11E, of the I.B.M., Osage County, Oklahoma, lying west of State Highway 97  
and

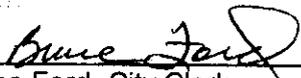
The East 600 feet of Lot 4, Section 34, Township 20N, Range 11E, of the I.B.M., Osage County, Oklahoma, which was surveyed, staked and platted into lots, a Reserve, 2 Blocks and a street in conformity with Plat Number 191 filed in Osage county on January 6, 2010, Book 1408, pages 614-615.

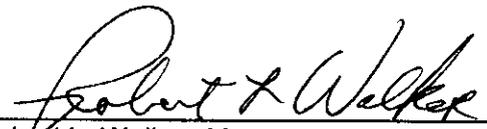
A public hearing concerning said annexation shall be held on the 11th day of October, 2010, at 7:00 o'clock p.m., before the City Council of the City of Sand Springs at the Sand Springs Municipal Building, Room 211, 100 East Broadway, Sand Springs, Oklahoma.

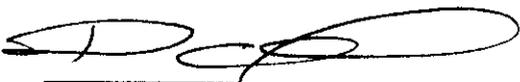
SERVICE PLAN: A Service Plan will be included in the annexation ordinance.

Approved by the City Council of the City of Sand Springs this 23<sup>rd</sup> day of August, 2010.



  
\_\_\_\_\_  
Bruce Ford, City Clerk

  
\_\_\_\_\_  
Robert L. Walker, Mayor

  
\_\_\_\_\_  
David L. Weatherford, City Attorney

**ABUTTING AND OWNERSHIP NOTIFICATION  
THE RIDGE ANNEXATION**

Charles Page Family Care  
Charitable Trust  
c/o EJ Doerner et al Trustees  
P.O. Box 278  
Sand Springs, OK 74063-0278

Sand Springs Municipal Authority  
c/o City of Sand Springs  
P.O. Box 338  
Sand Springs, OK 74063-0338

Jack & Mollie Skinner  
1800 N. McKinley Ave.  
Sand Springs, OK 74063

Alan & Susan Ringle  
Ringle Development, LLC  
5801 N. St. Hwy 97  
Sand Springs, OK 74063

PHYSICS 201: ELECTROMAGNETISM AND OPTICS

1998-99

LECTURE NOTES

BY JOHN H. COLEMAN

REVISED

BY JOHN H. COLEMAN AND JOHN J. HOPWOOD

BY JOHN H. COLEMAN

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1. Introduction	2. Electrostatics	3. Magnetostatics	4. Electrodynamics
5. Dielectrics	6. Magnetic Media	7. Radiation	8. Relativity
9. Optics	10. Waveguides	11. Scattering	12. Quantum Electrodynamics
13. Quantum Mechanics	14. Quantum Field Theory	15. Quantum Optics	16. Quantum Entanglement
17. Quantum Information	18. Quantum Cryptography	19. Quantum Teleportation	20. Quantum Computing
21. Quantum Communication	22. Quantum Networks	23. Quantum Entanglement	24. Quantum Cryptography
25. Quantum Teleportation	26. Quantum Computing	27. Quantum Communication	28. Quantum Networks
29. Quantum Entanglement	30. Quantum Cryptography	31. Quantum Teleportation	32. Quantum Computing
33. Quantum Communication	34. Quantum Networks	35. Quantum Entanglement	36. Quantum Cryptography
37. Quantum Teleportation	38. Quantum Computing	39. Quantum Communication	40. Quantum Networks
41. Quantum Entanglement	42. Quantum Cryptography	43. Quantum Teleportation	44. Quantum Computing
45. Quantum Communication	46. Quantum Networks	47. Quantum Entanglement	48. Quantum Cryptography
49. Quantum Teleportation	50. Quantum Computing	51. Quantum Communication	52. Quantum Networks
53. Quantum Entanglement	54. Quantum Cryptography	55. Quantum Teleportation	56. Quantum Computing
57. Quantum Communication	58. Quantum Networks	59. Quantum Entanglement	60. Quantum Cryptography
61. Quantum Teleportation	62. Quantum Computing	63. Quantum Communication	64. Quantum Networks
65. Quantum Entanglement	66. Quantum Cryptography	67. Quantum Teleportation	68. Quantum Computing
69. Quantum Communication	70. Quantum Networks	71. Quantum Entanglement	72. Quantum Cryptography
73. Quantum Teleportation	74. Quantum Computing	75. Quantum Communication	76. Quantum Networks
77. Quantum Entanglement	78. Quantum Cryptography	79. Quantum Teleportation	80. Quantum Computing
81. Quantum Communication	82. Quantum Networks	83. Quantum Entanglement	84. Quantum Cryptography
85. Quantum Teleportation	86. Quantum Computing	87. Quantum Communication	88. Quantum Networks
89. Quantum Entanglement	90. Quantum Cryptography	91. Quantum Teleportation	92. Quantum Computing
93. Quantum Communication	94. Quantum Networks	95. Quantum Entanglement	96. Quantum Cryptography
97. Quantum Teleportation	98. Quantum Computing	99. Quantum Communication	100. Quantum Networks

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AFFIDAVIT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

I-2014-006075 09/02/2014 9:43 am  
Book 1564 Page(s) 0135-0144  
Fee: \$ 31.00 Doc \$ 0.00  
Sheila Bellamy - Osage County Clerk  
State of Oklahoma



I, Alan J. Ringle, Manager of Ringle Development L.L.C. an Oklahoma Limited Liability Company situated in Osage County, Oklahoma, and being first duly sworn, allege and state as follows:

That relative to the real estate legally described as follows:

“The Ridge”, an addition to Osage County and being a portion of Sections 34 and 35, T-20-N, R-11-E of the I.B.M., Osage County Oklahoma and known as Plat # 119 (the property)

That in 2008 the zoning, planning and platting of the property was under the jurisdiction of the Pawhuska-Osage County Metropolitan Planning Commission and the Board of Commissioners of Osage County, Oklahoma.

That in 2008 the property was not in the City Limits of Sand Springs, Oklahoma and the City of Sand Springs, Oklahoma only had an obligation to provide potable water to the property and had no zoning or platting jurisdiction over the property.

That Ringle Development prepared a preliminary plat of “The Ridge” in 2008 and submitted the plat to the Pawhuska-Osage County Metropolitan Planning Commission for approval.

That the Pawhuska-Osage County Metropolitan Planning Commission approved the Preliminary Plat of “The Ridge” in 2008.

That Ringle Development submitted Engineering Drawings to the City of Sand Springs in 2008 for approval of 1292 linear feet of 6” water line to serve “The Ridge”.

That the City of Sand Springs approved the aforementioned engineering drawings in 2008, and submitted a request for a permit to construct the water line to serve “The Ridge” to the Oklahoma Department of Environmental Quality (ODEQ) in 2008.

That the ODEQ issued a permit to construct on January 14, 2009, Permit No. WL000072080840, for the construction of 1292 linear feet of 6” PVC water line to serve “The Ridge” and instructing the City of Sand Springs to make the permit a permanent record at City of Sand Springs next regular meeting (see attached letter).

That ODEQ forwarded the aforementioned permit to construct to the ODEQ Regional office in Tulsa.

That the Pawhuska-Osage County Metropolitan Planning Commission approved the Final Plat of “The Ridge” on December 14, 2009.

That ODEQ signed the Final Plat of “The Ridge” on 12-30-09 approving the subdivision for public water systems based on the permit to construct referenced above.

That the Board of Commissioners of Osage County, Oklahoma approved the Final Plat of “The Ridge” on January 4, 2010.

That Ringle Development filed the Final Plat of “The Ridge” to Osage County on January 6, 2010 and is known as plat # 191 at the Osage County Clerk’s office.

That Ringle Development Completed the referenced waterline before August 1, 2010 and the line was inspected and approved by the City of Sand Springs. The appropriate letters of credit for bonding were submitted and approved by the City of Sand Springs and all as built drawings were submitted and approved by the City of Sand Springs. All tests as required by the ODEQ were performed and approved.

WL15641560135

2010

BK 1564PG0136

That after August 8, 2010 the City of Sand Springs refused to accept the waterline improvements as approved by the ODEQ and refused to provide water service taps to "The Ridge" and created a new condition of acceptance of the previously approved waterline. The new condition was that all of the "The Ridge" must be annexed to the City of Sand Springs prior to any water service being provided to the addition.

That on August 19, 2010 Ringle Development L.L.C. signed a petition for annexation under duress to annex "The Ridge", so water could be provided to the Subdivision.

That on October 25<sup>th</sup>, 2010 the City of Sand Springs approved Ordinance # 1203 and filed October 29<sup>th</sup>, 2010 at the Osage County Clerk's office, annexing the Ridge to the City of Sand Springs, Oklahoma with an effective date of January 1, 2011 (See attached)

That one of the Conditions of the Ordinance was, within 60 days (by December 29<sup>th</sup> 2010) the City of Sand Springs, Oklahoma will schedule a meeting to discuss development and/or de-annexation of other parcels owned by Alan Ringle within 60 days of the Ordinance approval.

That Alan Ringle met with the City of Sand Springs City Manager and City Attorney on 10/11/2012 requesting proof of compliance with the ordinance.

That Alan Ringle met with the City of Sand Springs City Manager and City Attorney on 02/17/2014 requesting proof of compliance with the ordinance.

That Alan and Susan Ringle met with the City of Sand Springs City Council Finance and Development Committee (CFDC), City Manager, City Attorney and Principle City Staff on 04/28/2014. Alan Ringle stated that the annexation ordinance was invalid due to non compliance with the ordinance. The City Manager did not know the ordinance had conditions until they were read aloud by the City Attorney. Alan Ringle Stated the property was currently not in the City of Sand Springs City Limits since the City did not comply with the ordinance; there was no comment from the City of Sand Springs

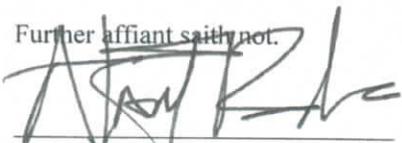
The Finance Committee sent via email on May 5, 2014" Staff continues to research and review the issues you raised at the last CFDC meeting. Once we schedule a time for you to meet with the CFDC committee, we will contact you and let you know the date/time. Due to scheduling issues, it may be a June meeting."

That Ringle Development has not received any other correspondence from the City of Sand Springs regarding this issue as of August 28, 2014.

That the City of Sand Springs did not fulfill the conditions of Ordinance #1203 by December 29<sup>th</sup> 2010, therefore the ordinance did not go into effect January 1, 2011 and is null and void and the **property was not annexed to the City of Sand Springs.**

That Ringle Development will not acknowledge the Annexation Ordinance # 1203 and will notify the City of Sand Springs and Osage County of this affidavit.

Further affiant saith not.

  
RINGLE DEVELOPMENT L.L.C.  
Alan J. Ringle, Manager

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2014.

My commission expires: 5/9/16

  
Notary Public





5  
10/29/2010  
DHF

**ORDINANCE NO. 1203**

AN ORDINANCE EXTENDING THE CORPORATE LIMITS BY ANNEXING CERTAIN LANDS LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, AND, IN SAND SPRINGS WARD BOUNDARY DISTRICT 2, AND MORE PARTICULARLY DESCRIBED HEREINAFTER, WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SAND SPRINGS, PROVIDING FOR RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-3) OF THE ANNEXED AREA, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Ringle Development LLC is the owner of real property described herein and has consented to annexation of the described property into the city limits of the City of Sand Springs, Oklahoma, effective January 1, 2011 and

WHEREAS, after due consideration of the facts and being sufficiently advised, the City Council hereby finds that all requirements necessary for annexation have been met, including proper notice, and specifically finds that the tract to be annexed is adjacent and contiguous to the existing city limits and serves a municipal purpose by providing a more uniform boundary for the city and serves to connect previously unconnected portions of existing city limits.

WHEREAS, it is deemed desirable and beneficial for the citizens of the City of Sand Springs, Oklahoma, that the properties hereinafter described be annexed into the Municipal Limits within the Zoning District of Residential Single-Family High Density (RS-3) and in Sand Springs Ward Boundary District two (2).

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA,

SECTION I. That the following described tracts of land and real estate, to-wit:

A tract of land situated in Lot 1 Section 35 and in Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1 Section 35 1-20-N, R-11-E, of the I.B.M. Osage County, Oklahoma lying west of State Highway 97

And

The east 600 feet of Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

And have caused said real property to be surveyed, staked and platted into Lots, a Reserve, 2 Blocks, and a Street in conformity with the plat herewith and have caused the same to be named and designated "The Ridge," to Osage County, Oklahoma.

totaling approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Tulsa County:

BR 1434 PG 0831  
007282  
CITY OF SAND SPRINGS  
FINANCE DEPT  
P.O. BOX 399  
SAND SPRINGS, OKLA 74083

R

be here and the same annexed to and declared to be hereafter included within the Corporate Limits of the City of Sand Springs, Oklahoma, within the Zoning District of Residential Single-Family High Density (RS-3), and in Sand Springs Ward Boundary District 2.

**SECTION 2:** That from and after January 1, 2011, the property hereinabove described shall be a part of the City of Sand Springs, Oklahoma, and all persons thereon and all property situated thereon shall be, and are hereby declared to be, subject to the jurisdiction, control, laws and Ordinances of the City of Sand Springs, Oklahoma, in all respects and particulars.

**SECTION 3: SERVICE PLAN:** Services provided will be consistent with the City of Sand Springs Municipal Services Plan for Areas Proposed for Annexation dated October 27, 2004, approved by City Council on December 20, 2004, subject to the following provisions:

Services provided upon annexation will consist of Police, Fire, Animal Control, Inspections and Planning. Upon annexation the properties will be within City of Sand Springs storm water jurisdiction; any requirements for a storm water study are waived in exchange for an understanding with the applicant that the parties will endeavor to create property set-aside for regional detention in conjunction with other property owners. The City makes no representation concerning the sufficiency of storm water detention for the annexed property, and any future storm water repair or upgrades will remain the responsibility of the homeowners.

City water service will be provided at in-city water rates, and by this ordinance City accepts the attached water line to serve the above referenced property. Sewer services are not available at this time and are not planned. Solid Waste will be provided by the city. No streets are included in this annexation, and street repair and maintenance will remain the responsibility of homeowners association.

**In cases of conflict between subdivision regulations and plat specifications, the plat specifications shall control. Prior to construction of a residence on a specific lot, and for a period of three years, whichever is longer, the City's restrictions on lot grading for removal of brush and trees, and burning shall not apply unless having a detrimental impact on adjoining property.**

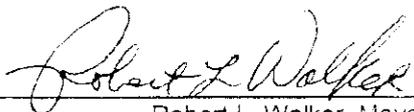
**Within 60 days, the City will schedule a meeting with appropriate city staff to discuss development and/or de-annexation of other parcels owned by applicant.**

**SECTION 4:** By separate vote, the provisions of this Ordinance shall, upon passage, take effect upon publication.

PASSED AND APPROVED, WITH AN EFFECTIVE DATE OF January 1, 2011 in a regular meeting of the Council of the City of Sand Springs, Oklahoma, held on the 25<sup>th</sup> day of October, 2010.



  
E. Bruce Ford, City Clerk

  
Robert L. Walker, Mayor

OKLAHOMA  
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BK 14 34 650092

APPROVED AS TO FORM.

  
David L. Weatherford, City Attorney

BK 1434160893

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THE RIDGE

N MCKINLEY AV

TO BE ANNEXED

Tulsa County/Osage County Line

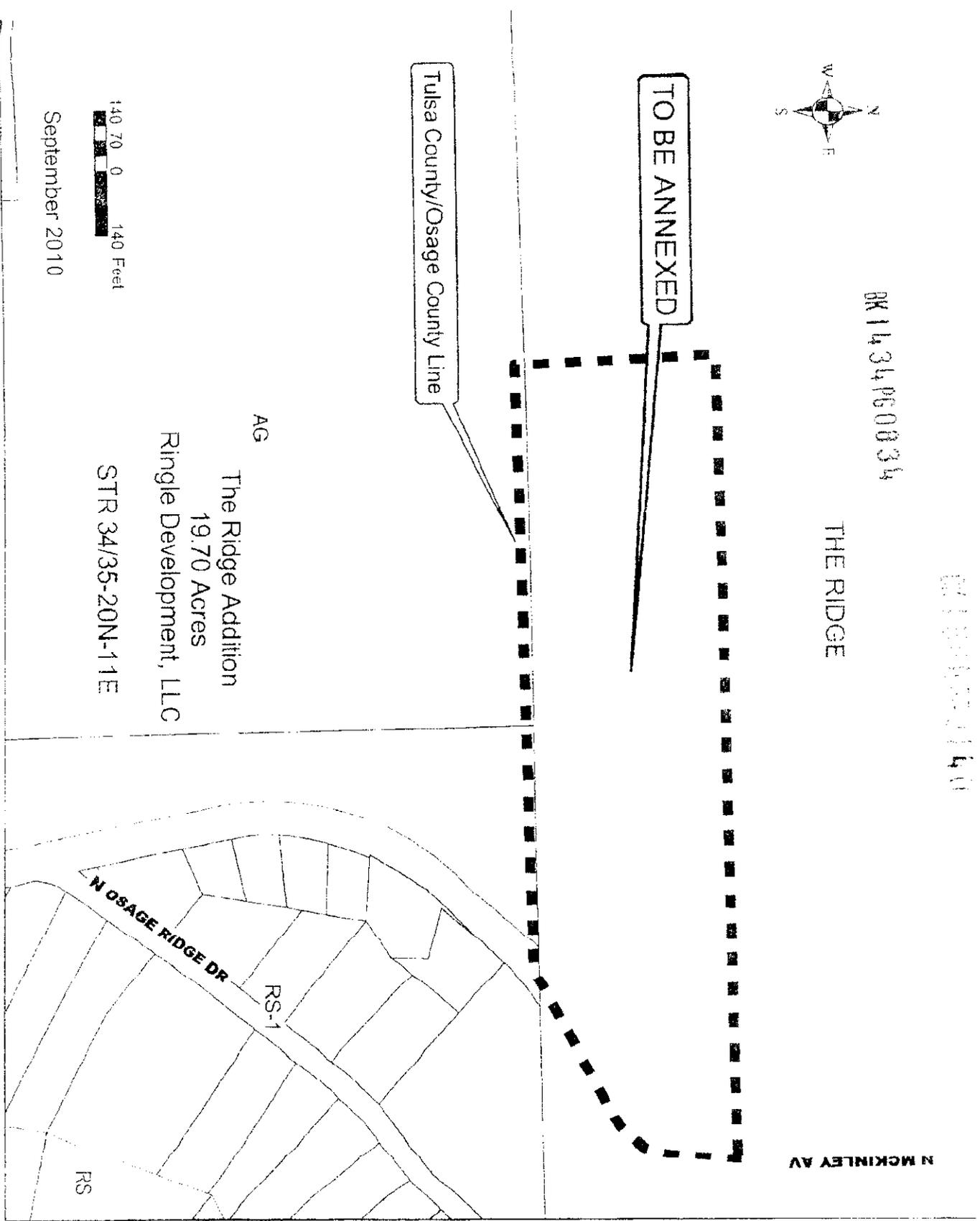
AG

The Ridge Addition  
19.70 Acres  
Ringle Development, LLC

STR 34/35-20N-11E



September 2010





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

January 14, 2009

Mr. Douglas J. Enevoldsen, City Manager  
City of Sand Springs  
PO Box 338  
Sand Springs, Oklahoma 74063

Re: Permit No. WL000072080840  
The Ridge  
Facility No. 1020420

Dear Mr. Enevoldsen:

Enclosed is Permit No. WL000072080840 for the construction of 1292 linear feet of six (6) inch PVC water line to serve the The Ridge, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on January 14, 2009. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sand Springs, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Sincerely,

Steve Hoggard, P.E.  
Construction Permit Section  
Water Quality Division

SH/RC/ab

Enclosure

c: Rick Austin, Regional Manager, DEQ  
Regional Office at Tulsa  
James A. May, P.E.,  
Gene Doussett, Planning & Management Division, OWRB

BK 1564 PG 0141





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000072080840

WATER LINES

PWSID No. 1020420

PERMIT TO CONSTRUCT

January 14, 2009

Pursuant to O.S. 27A 2-6-304, the City of Sand Springs is hereby granted this Tier I Permit to construct 1292 linear feet of six (6) inch PVC water line to serve the The Ridge, located in Section 2, T-19-N, R-11-E and Sections 34 and 35, T-20-N, R-11-E, Tulsa County, Oklahoma, in accordance with the plans approved January 14, 2009.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

BK 1564 PG 0142





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000072080840

WATER LINES

PWSID No. 1020420

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

BK1564PG0143





STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

Permit No WL000072080840

WATER LINES

PWSID No. 1020420

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

BK1564PG0144





**ORDINANCE NO. 1203**

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OK

AN ORDINANCE EXTENDING THE CORPORATE LIMITS BY ANNEXING CERTAIN LANDS LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, AND, IN SAND SPRINGS WARD BOUNDARY DISTRICT 2, AND MORE PARTICULARLY DESCRIBED HEREINAFTER, WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SAND SPRINGS, PROVIDING FOR RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-3) OF THE ANNEXED AREA, REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EFFECTIVE DATE.

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And

The east 600 feet of Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

And have caused said real property to be surveyed, staked and platted into Lots, a Reserve, 2 Blocks, and a Street in conformity with the plat herewith and have caused the same to be named and designated "The Ridge," to Osage County, Oklahoma.

totaling approximately 19.70 acres generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge golf course in Tulsa County;

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007282

CITY OF SAND SPRINGS

FINANCE DEPT.

P. O. BOX 329

SAND SPRINGS, OKLA 74063

Ⓟ

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**SECTION 4:** By separate vote, the provisions of this Ordinance shall, upon passage, take effect upon publication.

PASSED AND APPROVED, WITH AN EFFECTIVE DATE OF January 1, 2011 in a regular meeting of the Council of the City of Sand Springs, Oklahoma, held on the 25<sup>th</sup> day of October, 2010.

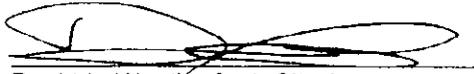
BK 1434 PG 0832



*E. Bruce Ford*  
E. Bruce Ford, City Clerk

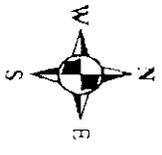
*Robert L. Walker*  
Robert L. Walker, Mayor

APPROVED AS TO FORM:



David L. Weatherford, City Attorney

BK 1434 PG 0833



BK 1434 PG 0834

THE RIDGE

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TO BE ANNEXED

Tulsa County/Osage County Line

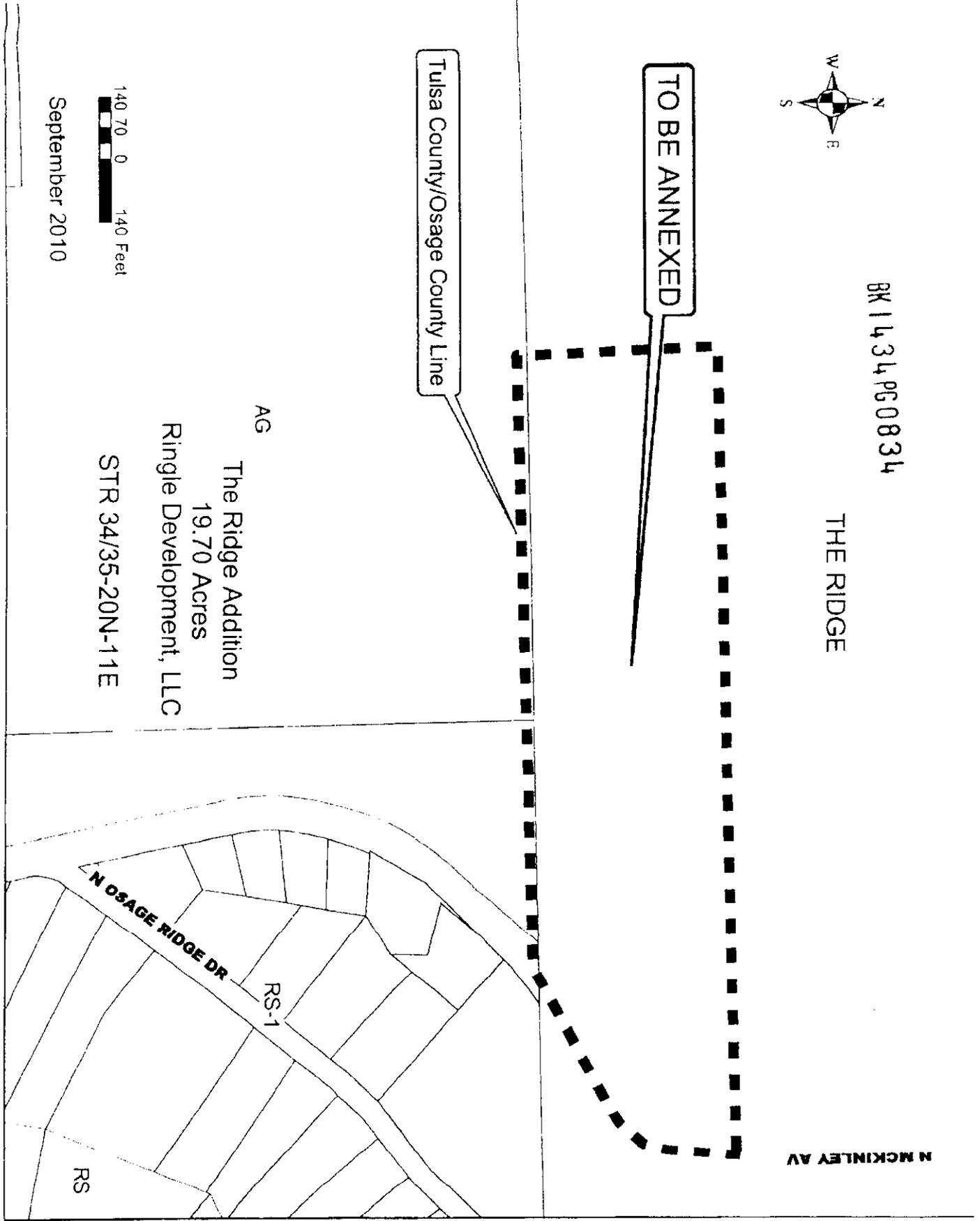
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The Ridge Addition  
19.70 Acres  
Ringle Development, LLC

STR 34/35-20N-11E



September 2010



# SAND SPRINGS *oklahoma*

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## CITY COUNCIL MINUTES 2010-08-23

City Council Minutes 2010-08-23

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### MINUTES

Sand Springs City Council  
Special Meeting  
August 23, 2010  
7:00 p.m.  
Case Community Center  
1050 West Wekiwa Road  
Sand Springs, Oklahoma 74063

### MEMBERS PRESENT:

Mayor Robert L. Walker (5-0)  
Vice Mayor Mike Burdge (5-0)  
Councilman Michael Phillips (5-0)  
Councilman Dean Nichols (5-0)  
Councilman Harold G. Neal (5-0)  
Councilman Brian M. Jackson (5-0)  
Councilman Ward Sherrill (4-1)

### ALSO PRESENT:

Interim Manager/Finance Director E. Bruce Ford  
Assistant City Manager Kevin Nelson  
City Attorney David Weatherford  
Recording Secretary Janice L. Almy

### ABSENT:

None

The Sand Springs City Council met in special session on August 23, 2010 in Room #211 of the Sand Springs Municipal Building pursuant to the special meeting notice and agenda filed with the City Clerk's office and posted, at 1:48 p.m. on August 19, 2010, on the bulletin board located in the first floor lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063.

### 1. Call to Order

Mayor Walker called the meeting to order at the noted time of 7:00 p.m.

### 2. Roll Call

Mayor Walker called for an individual roll call with members replying in the following manner:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, here.

### 3. Invocation

Following Roll Call, Vice Mayor Burdge delivered the invocation.

#### 4. Pledge of Allegiance

Following the Invocation, Councilman Sherrill led the Pledge of Allegiance.

#### 5. Consent Agenda

Mayor Walker informed Council that all matters listed under the Consent Agenda to be considered by Council are to be routine and will be enacted by one motion.

Mayor Walker noted that questions or clarification on any consent agenda items could be addressed prior to taking action. Mayor Walker requested if Council had questions or needed clarification on any consent agenda item.

There being none, Mayor Walker requested if Council had items to be removed from the Consent Agenda. There being none, Mayor Walker requested a motion regarding Consent Agenda Items 5A through 5H.

A motion was made by Vice Mayor Burdge and seconded by Councilman Neal to approve the Consent Agenda Items 5A through 5H, as follows:

- A) The minutes of the July 26, 2010 regular City Council meeting.
- B) The minutes of the August 9, 2010 special City Council meeting.
- C) The monthly Transfers of Funds.
- D) A supplemental appropriation in the General Fund for an increase to the Revenue – Sodexo Grant Revenue line item in the amount of \$2,400.00 and an increase to the Ending Fund Balance line item in the amount of \$2,400.00
- E) A transfer of appropriation in the General Fund for an increase to the Expense – Transfers Out: MA Water Utility Fund line item in the amount of \$85,701.00 and a decrease to the Expense – Public Information Services line item in the amount of \$85,701.00.
- F) The FY11 INCOG dues and fees for services in the amount of \$100,177.00.
- G) The SSLC-587 Lot Combination Agreement, 714 West 38th Street, to combine Tract 1 - Lot 14, Block 2 -- Timberling Hollow Subdivision and Tract 2 – Lot 15, Block 2 – Timberline Hollow Subdivision to allow construction of a swimming pool and pool house.
- H) The Professional Engineering Services Agreement with Garver, LLC for the Runway 35 Rehabilitation project and authorization for the Mayor to sign all related documents.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

#### 6. Zimmerman Properties, LLC, OHHFA Request for Tax Credit

Mayor Walker made a statement regarding Agenda Item No. 6 a) Resolution No. 10-27; b) Public Hearing; and c) Resolution No. 10-28; as follows: "Concerning the agenda item before us this evening, the applicant in this matter – Zimmerman Properties LLC – obtained a second court order this morning barring the City Council from taking action on Resolution No. 10-28 this evening. The applicant had obtained a court order last Thursday barring the Council from repealing the original resolution in this matter.

The judge ruled this morning that until a full court hearing can be held on September 3rd, no actions can be taken to modify Council's original resolution to the Oklahoma Housing Finance Authority. The City will be represented at the September 3rd hearing and will seek to lift these court orders so that our citizens and the Council can consider whether or not to repeal the initial resolution and adopt a new resolution regarding the Zimmerman Properties' low-income housing tax credit program application.

My fellow councilors and I are individuals of integrity and strongly believe that we can hear this matter in a fair and impartial manner in compliance with the process established by City ordinance. Attempts by any party to this matter to intimidate or silence the process will not stand.

However, since the court has ruled that Council cannot act on any resolutions this evening pertaining to this agenda item, it would not be appropriate and in the spirit of the Court's ruling to hold a public hearing that would need to be reheard once the order is lifted. Therefore, on the advice of the City's legal counsel, I move that

Agenda Item No. 6, the Zimmerman Properties LLC OHEA Request for Tax Credit, be continued to Council's next regularly scheduled meeting, which will be held on Monday, September 13th.

As a part of my motion, I also ask the City Attorney to advise OHEA of the Court orders that have been entered, and to ask that they make no permanent decision until we have had an opportunity to vote. I would also want to make it clear that it is the Council's position that it should be allowed to vote on this issue, and that the City Attorney, with the assistance of city staff, take those steps necessary to convince the court to uphold our right to obtain public input and to vote on this important issue to our community.

I'm sure I speak for my fellow Councilors when I express our appreciation for your attendance this evening and our disappointment that we cannot take actions at this time to give this matter further consideration."

Councilman Phillips seconded the motion.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

#### 7. Heartland Village Development OHEA Request for Tax Credit

David Weatherford, City Attorney, stated there are representatives present from Heartland Village in attendance on behalf of Heartland Village. A presentation will be presented from Rich Brierre, INCOG, and said representatives.

David Weatherford, City Attorney, noted there is no court order dealing with the Heartland Village issue.

David Weatherford, City Attorney, stated Council may proceed with Item A, or hear the presentation from Heartland Village representatives.

Mayor Walker requested the presentation from Heartland Village representative Rich Brierre be heard first.

Rich Brierre, INCOG, stated a PowerPoint presentation and flyers will be provided. Rich Brierre, Executive Director of INCOG, introduced himself, as well as Ron Smith, developer for Vintage Housing and Vicki Jordan, Vintage Housing and Life Senior Services

Rich Brierre, INCOG, provided a detailed PowerPoint presentation regarding the proposed apartment development.

Rich Brierre, INCOG, also addressed each of the ten (10) questions, as outlined in the ordinance.

Mayor Walker requested if other representatives had comments to make at this time.

Rich Brierre, INCOG, stated Heartland Village representatives would be available to address questions, if needed, and no other presentation at this time.

Mayor Walker stated that Sand Springs Assistance Chief of Police Mike Carter will provide a brief presentation.

Mike Carter, Assistant Chief of Police, provided a PowerPoint presentation regarding the impact on the Sand Springs Police Department if the proposed apartment development is constructed.

Mayor Walker then moved to the Public Hearing portion of agenda Item No 7.

B) Public Hearing

Mayor Walker opened the Public Hearing pursuant to ordinance 3.20.030 to consider recommendation to Oklahoma Housing Finance Authority and requested if there were any citizens wishing to comment on the Heartland Village Development request for Tax Credit.

Sherry Benjamin, 5132 Redbud Place, Sand Springs, stated her and citizens she has spoke with want to support this project, due to the need in our community, low-income elderly housing is needed. Ms. Benjamin stated this particular project is going to be helpful to the community and will not harm as many people as it can help.

Mayor Walker requested any additional comments.

Mayor Walker requested any additional public comments.

There being none, Mayor Walker stated it would conclude the Public Hearing and moved to Agenda Item No. 7A

A) Resolution No. 10-25

Mayor Walker informed Council of the consideration of approval of Resolution No. 10-25, repealing Resolution No. 10-20.

David Weatherford, City Attorney, stated both the Heartland and Zimmerman issue the agenda items were identical, the purpose in doing that was to give Council the full authority to express their clear desires to OHFA.

David Weatherford, City Attorney, stated with the Heartland Village issues, the first item, Item No. A, would have the effect of repealing the resolution approved on May 10, 2010. It is within the Council's discretion approve or not approve said resolution, Item A.

David Weatherford, City Attorney, stated the objective of having both Item A and Item C with both Heartland and Zimmerman is to make sure that Council could send a clear message to OHFA on both issues. Therefore, Council may act on Item A or Item C or to act on both, however Council deems appropriate by a motion to approve either Item A or on Item C to find that the project is in the best interest of the City or not in the best interest of the City.

Mayor Walker informed Council of the consideration of approval of Resolution No. 10-25, repealing Resolution No. 10-20.

Mayor Walker requested if there is a motion.

Mayor Walker paused.

Again, Mayor Walker informed Council of the consideration of approval of Resolution No. 10-25, repealing Resolution No. 10-20.

Mayor Walker called for a motion.

Mayor Walker paused.

Mayor Walker stated Item 7A – Resolution No. 10-25 dies for a lack of motion.

Following Agenda Item No. 7A, Mayor Walker moved to Agenda Item 7C.

C) Resolution No. 10-26

Mayor Walker informed Council of the consideration of approval of Resolution No. 10-26, recommending approval or denial of the Heartland Village Development Oklahoma Housing Finance Authority request for Tax Credit.

A motion was made by Vice Mayor Burdge and seconded...

Mayor Walker requested clarification on the Vice Mayor Burdge's motion for approval or denial of the Heartland Village Development OHFA request for Tax Credit.

Vice Mayor Burdge stated his motion to approval Resolution No. 10-26 recommending approval of the Heartland Village Development OHFA request for Tax Credit with option A) finding that the proposed

project is in the best interest of the City of Sand Springs, and the City supports the tax credit application.

Councilman Jackson seconded the motion.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

## 8. Board Appointments

### A) Board of Adjustment

1. Mayor Walker informed Council of the appointment of a representative to serve an unexpired-term on the Board of Adjustment to May 2013.

A motion was made by Mayor Walker and seconded by Vice Mayor Burdge that Richard Pidcock be appointed as a representative to serve an unexpired-term on the Board of Adjustment to May 2013.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

2. Mayor Walker informed Council of the appointment of a representative to serve an unexpired term on the Board of Adjustment to May 2011.

A motion was made by Mayor Walker and seconded by Councilman Jackson that Jonathan Wygle be appointed as a representative to serve an unexpired-term on the Board of Adjustment to May 2011.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

## 9. Notice of Proposed Annexation - The Ridge

Mayor Walker informed Council of the consideration of approval of the Notice of Proposed Annexation which will call for the publication of a notice of its intent to annex ± 19.70 acres, more or less, lying in Section 34 and 55, Township 20 North, Range 11 East, Osage County, Oklahoma, generally located west of McKinley Avenue, north of the Osage/Tulsa County line and west of the Blackjack Ridge Golf Course. Said notice will call for a Public Hearing on October 11, 2010, at 7:00 p.m.

David Weatherford, City Attorney, stated this Notice of Proposed Annexation is the first step in an annexation process. The Public Hearing would be held on October 11, 2010. Mr. Ringle, the developer, is present and may have comments regarding the proposed annexation.

Mayor Walker requested comments or questions regarding the proposed notice.

There being none, a motion was made by Mayor Walker and seconded by Vice Mayor Burdge that the requested approval of the Notice of Proposed Annexation for The Ridge to be held on October 11, 2010, as presented, be approved.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdge, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

## 10. The Ridge Subdivision

Mayor Walker informed Council of the consideration of acceptance of the water line improvements to serve The Ridge subdivision.

David Weatherford, City Attorney, stated the bond and letter of credit is in place, the inspections are complete, and is a good project and should be accepted by the City.

A motion was made by Councilman Sherrill and seconded by Councilman Neal that the requested acceptance of the water line improvements to serve The Ridge subdivision.

Councilman Nichols stated the subject item was reviewed at PWAC, Public Works Advisory Committee, and received support of the acceptance.

Mayor Walker called for the vote recorded as follows:

Mr. Phillips, aye; Mr. Nichols, aye; Mr. Jackson, aye; Mr. Burdige, aye; Mr. Walker, aye; Mr. Neal, aye; Mr. Sherrill, aye.

The motion carried 7-0-0.

#### 11. Correspondence

The following correspondence was provided to Council for their review and information:

A) Regular monthly bills

B) A letter, dated July 22, 2010, from Cox Communication regarding updates to their channel lineup.

#### 12. City Manager's Report

E. Bruce Ford, Interim City Manager, stated that due to the anticipated length of the meeting, a written report will be provided electronically on Tuesday, August 24, 2010.

13. New Business – Any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda

There was no new business to be discussed at this time.

#### 14. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 7:42 p.m.

E. Bruce Ford, City Clerk



CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: June 27, 2016

**SUBJECT:**

**RESOLUTION NO. 16-43 – OML CALL FOR NOMINATIONS IN DISTRICT SIX (6)**

**STAFF RECOMMENDATION:**

Approval of Resolution No. 16-43, a resolution of support for the appointment of Vice Mayor John Fothergill to the District Six (6) Seat on the Board of Directors of the Oklahoma Municipal League (OML); Declaring said appointment to be for the benefit of the City of Sand Springs, Oklahoma, and other municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for the Public Purpose.

**EXECUTIVE SUMMARY:**

The OML District Six (6) Board seat has become open as of May 4 due to former Councilman Michael Phillip's resignation from the Board.

OML will receive nominations until June 30, 2016 and will be presented to the OML Board of Directors at their next meeting.

**BUDGETARY IMPACT:**

No budgetary impact is known.

**COMPILED BY:** Vice Mayor Fothergill

**PRESENTED BY:** Vice Mayor Fothergill

**ATTACHMENT:**

05/18/16 OML Letter  
Resolution No. 16-43



Champions For Effective Local Government

## OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street ♦ Oklahoma City OK 73105  
405-528-7515 ♦ 800-324-6651 ♦ 405-528-7560 Fax

TO: District 6 OML Member Municipalities  
(Mayor, Manager, Council-members & Clerk)

FROM: The Honorable Mike Brown, OML President

SUBJECT: Call for Nominations in District 6

DATE May 18, 2016

The OML District 6 Board seat has become open as of May 4 due to Michael Phillips' resignation from the Board. Nominations will be received until June 30, 2016 and will be presented to the OML board of directors at their next meeting.

District 6 is comprised of the following member municipalities:

AVANT	JENKS	SAND SPRINGS
BARNSDALL	KELLYVILLE	SAPULPA
BRISTOW	KIEFER	SHIDLER
BROKEN ARROW	MANNFORD	SKIATOOK
COLLINSVILLE	MOUNDS	SLICK
DEPEW	OILTON	SPERRY
DRUMRIGHT	OSAGE	TULSA
FAIRFAX	OWASSO	WYNONA
GLENPOOL	PAWHUSKA	
HOMINY	PRUE	

Any municipal official of any of the above OML member municipalities that is interested in this position should submit a letter of interest, resume and a resolution from your municipality supporting your nomination to the OML offices, 201 NE 23<sup>rd</sup> Street, Attention: Nominating Committee to be received no later than **Thursday, June 30, 2016**. A sample resolution is included for your convenience.

Contact Nancee Morris at 1-800-324-6651 or 405-528-7515 or [nancee@oml.org](mailto:nancee@oml.org) for further information, or myself, Mike Brown, at [mayorbrown@cityofweatherford.com](mailto:mayorbrown@cityofweatherford.com). Thank you for your interest.

**RESOLUTION NO. 16-43**

**A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF VICE MAYOR JOHN FOTHERGILL TO THE DISTRICT SIX (6) SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF SAND SPRINGS, OKLAHOMA, AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE**

WHEREAS, the City of Sand Springs recognizes that the Oklahoma Municipal League ("OML") is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Sand Springs through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Sand Springs is within District Six (6) and as such is represented by an appointee seated within said district;

WHEREAS, the City of Sand Springs has an interest and desire to resolve its support of the nomination of Vice Mayor John Fothergill for District Six (6) seat on the OML Board of Directors;

WHEREAS, the City of Sand Springs finds that said nomination would benefit the City of Sand Springs and the other municipalities within District Six (6) by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA:**

SECTION 1: That the City of Sand Springs, Oklahoma, unequivocally supports the nomination of Vice Mayor John Fothergill to serve as the District Six (6) appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Sand Springs, Oklahoma, and other municipalities within District Six (6) will benefit by his appointment.

SECTION 2: That should Vice Mayor John Fothergill ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Sand Springs, Oklahoma.

PASSED, APPROVED AND EFFECTIVE THIS 27<sup>th</sup> Day of June, 2016.

\_\_\_\_\_  
Mike Burdge, Mayor

\_\_\_\_\_  
Janice L. Almy, City Clerk

\_\_\_\_\_  
David L. Weatherford, City Attorney



CITY OF SAND SPRINGS  
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: June 27, 2016

**SUBJECT:**

**BOARD/COMMITTEE APPOINTMENTS**

**STAFF RECOMMENDATION:**

Council approval of the following appointments:

A) Council Appointment Committee

Mayor Burdge may consider the appointment of three (3) Council representatives to serve on the Council Appointment Committee for a one (1) year term to May 2017. Appointed by the Mayor, subject to Council approval.

B) Council Finance and Development Committee

Mayor Burdge may consider the appointment of three (3) Council representatives to serve on the Council Finance and Development Committee for a one (1) year term to May 2017. Appointment by the Mayor, subject to Council approval.

C) Council Legislative Committee

Mayor Burdge may consider the appointment of three (3) Council representatives to serve on the Council Legislative Committee for a one (1) year term to May 2017. Appointed by the Mayor, subject to Council approval.

D) Council Public Works Advisory Committee

Mayor Burdge may consider the appointment of three (3) Council representatives to serve on the Council Public Works Advisory Committee for a one (1) year term to May 2017. Appointed by the Mayor, subject to Council approval.

E) INCOG Board of Directors

- 1) Mayor Burdge may consider the appointment of a Council representative to serve as a member on the INCOG Board of Directors for a one (1) year term to May 2017. The member is an elected official, the alternate does not have to be an elected official.

- 2) Mayor Burdge may consider the appointment of a representative to serve as an alternate on the INCOG Board of Directors for a one (1) year term to May 2017. The member is an elected official, the alternate does not have to be an elected official.

F) INCOG General Assembly

- 1) Mayor Burdge may consider the appointment of a Council representative to serve on the INCOG General Assembly for a one (1) year term to May 2017. The member is an elected official, the alternate does not have to be an elected official.
- 2) Mayor Burdge may consider the appointment of an alternate representative to serve on the INCOG General Assembly for a one (1) year term to May 2017. The member is an elected official, the alternate does not have to be an elected official.

G) INCOG Legislative Consortium (C-Tag)

- 1) Council may consider the appointment of a representative to serve on the INCOG Legislative Consortium for a one (1) year term to May 2017.
- 2) Council may consider the appointment of an alternate to serve on the INCOG Legislative Consortium for a one (1) year term to May 2017.

H) INCOG – Tulsa Metropolitan Area Transportation Policy Committee

- 1) Council may consider the appointment of a representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one (1) year term to May 2017.
- 2) Council may consider the appointment of an alternate representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one (1) year term to May 2017.

I) Sand Springs Board of Adjustment

- 1) Council may consider the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment. (currently held by Randy Beesley)
- 2) Council may consider the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment. (currently held by Dennis Currington)

J) Sand Springs Development Authority

Mayor Burdge may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Development Authority. (currently held by Robert "Chris" Autery)

K) Sand Springs Park Advisory Board

The Council shall select one Council member to serve and the remaining six Council members shall make one advisory board appointment each from within the respective wards.

Councilman Beau Wilson may consider the appointment of a Ward Five (5) representative to serve an unexpired term to May 2018 on the Sand Springs Park Advisory Board.

L) Sand Springs Planning Commission

At no time shall more than two (2) residents of any ward serve upon the commission as a member thereof, except as to the Council member of the city who serves at large.

- 1) Council may consider the appointment of a Council representative to serve an unexpired term to May 2018 on the Sand Springs Planning Commission. (previously held by former Councilman Phillips)
- 2) Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (currently held by L. Merle Parsons – Ward 3)
- 3) Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (currently held by Jerry Riley – Ward 4)

M) Sand Springs Personnel Board

Council may consider the appointment of a representative to serve a five (5) year term to May 2021 on the Sand Springs Personnel Board. (currently held by Janice Barnes)

**AND**

Trustees' approval of the following appointments:

A) Sand Springs Airport Advisory Board (Municipal Authority)

- 1) Trustees may consider the appointment of a designee to serve on the Sand Springs Airport Advisory Board for a three (3) year term to May 2019. (currently held by Rick Westcott)

2) Trustees may consider the appointment of a designee to serve on the Sand Springs Airport Advisory Board for a three (3) year term to May 2019. (currently held by Leia Anderson)

B) Sand Springs/Sapulpa Joint Board

Chairman Burdge may consider the appointment of an alternate to serve on the Sand Springs/Sapulpa Joint Board for a one (1) year term to May 2017.

**EXECUTIVE SUMMARY:**

The Council Committees, various Council and Trust Authority boards/committees, and INCOG appointments are the annual appointment following the seating of the Council.

**BUDGETARY IMPACT:**

There would be no additional budgetary impact due to subject appointments.

**COMPILED BY:** Janice L. Almy, City Clerk **PRESENTED BY:** Mayor Burdge

**ATTACHMENT:**

Term of Office spreadsheet

## APPOINTMENTS

Name of Member	Appointed (or Elected) to Board	Term Expiration Date	Ward
<b><u>Sand Springs Airport Advisory Board (Municipal Authority)</u></b>			
7 member board, Appointed to serve 3-year term, Appointed by Trustees per Reso M99-07. Attendance Requirement per Resolution M03-01			
<u>Eligibility:</u> Reside within the City of Sand Springs, Oklahoma, <u>or</u> Creek, Osage or Tulsa Counties			
Dr. William Tom Campbell, Jr.	09/1999	7/1/2017	Ward 1
Robert J. Flenor (Chairman)	Reappt 09/08/14	7/1/2017	County
Rick Westcott	Appt 09/08/14	7/1/2016	County
Dr. Mark Manahan	03/2001	7/1/2017	County
David Kvach	6/23/2014	7/1/2018	Ward 6
Leia Anderson	6/23/2014	7/1/2016	County
Joe Stephenson	1995	7/1/2018	Ward 5
<b><u>Sand Springs Board of Adjustment (City Council)</u></b>			
5 member board, Appointed to serve 3-year term, Appointed by Council, Attendance per Ordinance No. 945			
<u>Eligibility:</u> City residency; cannot serve on any other City Board			
Randy Beesley		05/2016	Ward 3
Larry Johnston	Reappt'd 05/18/15	05/2018	Ward 4
Dennis Currington	Appt'd 10/13/14	05/2016	Ward 1
Kenny Roberts	Reappt'd 05/18/15	05/2018	Ward 5
Nancy Riley	Appt'd 09/14/15	05/2017	Ward 1
<b><u>Sand Springs City Council/Municipal Authority</u></b>			
7 member board, Elected to serve 3-year term			
<u>Eligibility:</u> Governed by election requirements for holding office			
Phil Nollan		2019	Ward 1
Patty Dixon		2019	Ward 2
Mike Burdge		2017	Ward 3
John Fothergill		2017	Ward 4
Beau Wilson		2018	Ward 5
Brian Jackson		2018	Ward 6
James Spoon		2018	At-Large

**Sand Springs Council Appointment Committee**

3 member board, Appointed to serve 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: See City Council Resolution No. 12-10.

Mike Burdge	05/2016
Brian Jackson	05/2016
Beau Wilson	05/2016

**Sand Springs Council Finance and Development Committee**

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10

Mike Burdge	05/2016
Jim Spoon	05/2016
Dean Nichols	05/2016

**Sand Springs Council Legislative Committee**

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10

Beau Wilson	05/2016
John Fothergill	05/2016
Michael Phillips	05/2016

**Sand Springs Council Public Works Advisory Committee**

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10.

John Fothergill	05/2016
Dean Nichols	05/2016
Michael Phillips	05/2016

**Sand Springs Cultural and Historical Museum Trust Authority (City Council)**

7 member board, Appointed to serve a 5-year term, nominated by Mayor and confirmed by council, if approved within 30 days of certification of vacancy, if not filled during that time, Trustees may appoint.

Eligibility: Resident of the State

Vicki Sisney	Reappted 07/27/15	12/2017	Ward 1
Mayme Crawford		12/2018	Ward 5
Tim Dixon	Reappted 02/22/16	12/2020	Ward 3
Steve Clem	Appt'd 12/15/14	12/2019	Ward 1
Debbie Nobles	Reappted 12/15/14	12/2019	Ward 6
Cynthia Phillips		12/2018	Ward 1
Grady Whitaker, Jr.		12/2017	Fence

**Sand Springs Development Authority (City Council)**

5 member board, Appointed to serve a 3-year term, Appointed by the Mayor subject to Council approval. Attendance requirement per State Statutes: a member of this board may be removed from office for "neglect of duty" per Title 11 Urban Renewal.

Terms commence on August 1

Eligibility: City resident for 5 years per 11 O.S. 37-108(E)

Troy Cox	08/01/2008	07/31/2017	Ward 4
Sharon Weaver	02/09/2015	07/31/2018	Ward 6
Tom Meshek	08/01/2003	07/31/2018	Ward 2
Dana Box	06/23/2014	07/31/2017	Ward 1
Robert "Chris" Autery	Unexpired	07/31/2016	Ward 1

**Sand Springs Park Advisory Board**

7 member board, Appointed to serve a 3-year term (runs concurrent w/Council member), Appointed by Council Ward Representative.

Attendance requirement per Ordinance No.

Eligibility: One representatives for each of the 6 wards and at-large, one member is a Council Representative

	<u>Appt'd</u>	<u>Expires:</u>	
Phil Nollan (Ward 1 appt)	appt'd 05/23/16	05/2019	Ward 1
Daniel Comer (Ward 2 appt)	reappt'd 05/23/16	05/2019	Ward 2
Cathy Burdge (Ward 3 appt)	05/2011	05/2017	Ward 3
Wendy Wygle (Ward 4 appt)	6/23/2014	05/2017	Ward 1
Vacant (Ward 5)		05/2018	Ward 5
Jennifer Smith (Ward 6 appt)	reappt'd 05/18/15	05/2018	Ward 6
Kathe Crapster (At Large appt)	06/22/2015	05/2018	Ward 1

### **Sand Springs Planning Commission**

7 member board, Appointed to serve a 3-year term, Appointed by Council, Attendance per Ordinance No. 945.

Eligibility: City residents and registered voters only; at no time shall more than two (2) residents of any ward serve upon the Planning Commission.

Thomas Askew	Reappt'd 07/27/15	07/2018	Ward 1
Vacant (Councilman Phillips)	Unexpired term to	05/2018	At Large
L. Merle Parsons		07/2016	Ward 3
Paul Shindel	Reappt'd 06/22/15	07/2018	Ward 6
Joe Shelton	Apptd 06/24/2012	07/2017	Ward 5
Jerry Riley	Apptd 01/26/15	07/2016	Ward 4
Jason Mikles	Apptd 08/25/14	07/2017	Ward 1

### **Sand Springs Personnel Board**

5 member board, Appointed to serve a 5-year term, Appointed by Council, Attendance Requirement per Ordinance No. 945.

Eligibility: City resident. Can **not** serve on any other City board or Park&Rec Municipal Board

Janice Barnes	8/13/2012	05/2016
Jackie Kennemer	Appt'd 09/14/15	05/2017
John Richardson	Reappt'd 05/20/13	05/2018
Dustin Wyzard	Appt'd 10/12/15	05/2020
Celia Thompson	Reappt'd 05/19/14	05/2019

### **Sand Springs/Sapulpa Joint Board**

Board shall be comprised of the Chairmen and Vice-Chairmen, or their designees, of the SSMA and the SMA.

Eligibility: Chairmen or Vice-Chairmen of each Municipality or their designees

Mike Burdge	05/23/16	05/2017
Chairman Alternate		May-17
John Fothergill	05/23/16	05/2017
Public Works Director - VM's alt	05/23/16	05/2017

### **Tulsa County Sales Tax Overview Committee - Vision 2025 (STOC)**

Per Tulsa County Commissioners' Resolution approved 07/07/03

Eligibility: No elected public official may serve.

Mary Sue Overbey	Re-apptd 11/2105	12/2018
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## INCOG

Board of Directors: Member is an elected official, alternate is not

Mike Burdge	05/2016
John Fothergill	05/2016

General Assembly: Member is an elected official, alternate is not

Mike Burdge	05/2016
John Fothergill	05/2016

Legislative Consortium (C-Tag): Determined by Council, but normally City Engineer

Mike Burdge	05/2016
City Manager (Alt)	05/2016

Tulsa Metropolitan Area Transportation Policy Committee: Determined by Council, but normally City Engineer

Mike Burdge	05/2016
City Engineer (Alt)	05/2016

## Sand Springs Municipal Judge(s)

2-year term

Michael J. King - Judge	05/2002	05/2018	03/16 Ch
R. Jay McAtee - Asst Judge	10/2002	05/2018	03/16 Ch
Tom Askew - Asst Judge	4/1/2010	05/2018	03/16 Ch

## G.O. Bond Steering Committee

John Fothergill (Council)	Appt 05/18/15
Brian Jackson (Council)	Appt 07/15/14
Jim Spoon (Council)	Appt 05/18/15
Rusty Gunn	Appt 07/16/14
Troy Cox	Appt 08/25/14
James Rankin	Appt 05/18/15
Elizabeth Gray (City Manager)	Appt 09/08/14

## EMSA Board of Trustees

Bryan Wood (Bixby) (Rotates between SS, Bixby and Jenks)	Appt. 01/26/15	01/2018	3-yr term
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AFFIDAVIT OF FINANCE DIRECTOR  
FOR BILLS AND SALARIES STATEMENT

I, the undersigned, am the duly appointed and acting Finance Director/ Treasurer, in and for the City of Sand Springs, Oklahoma, and upon oath do depose and say that each purchase order listed in the attached statement for bills and salaries was itemized in detail, verified and filed for allowance with the amount shown thereon pursuant to the Statutes of the State of Oklahoma and requirements of the Charter and Ordinances of the City of Sand Springs, Oklahoma: that each purchase order has indicated thereon that all items have been delivered and/or the services have been rendered and that each purchase and contract was made pursuant to all applicable law and the Charter and Ordinances of the City of Sand Springs, Oklahoma, so help me God.

*Kelly A Lamberson*

Kelly A. Lamberson  
Finance Director / City Treasurer

Subscribed and sworn to before me this 23rd day of

*June*

, 20 16

*Janice L. Almy*

Notary Public



My Commission Expires \_\_\_\_\_

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**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS**

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**06/27/2016**

**210 GENERAL FUND**

003631	AMERICAN MUNICIPAL SERVICES CORP	APRIL 2016	340.72
003940	CITY OF SAND SPRINGS	STARTUP FUNDS FIREWRK PER	200.00
003799	CLEET	MAY 2016-COURT COSTS	1,355.84
PR0527	FRATERNAL ORDER OF POLICE	PPE 05/20/2016 PP#11	700.00
PR0610	FRATERNAL ORDER OF POLICE	PP#12 PPE 06/03/16	700.00
PI6035	INDUSTRIAL MAINTENANCE SUPPLY INC	GOJO HANDSOAP	89.99
PI6036	INDUSTRIAL MAINTENANCE SUPPLY INC	TRASH CAN LINERS	869.00
PI6037	INDUSTRIAL MAINTENANCE SUPPLY INC	CASE BROWN ROLL PAPER TOW	109.83
PI6038	INDUSTRIAL MAINTENANCE SUPPLY INC	TWL-RL 7.875X600' BROWN	378.89
PI6039	INDUSTRIAL MAINTENANCE SUPPLY INC	TLTPAP-2PLY 500/SHEET TIS	599.85
PI6040	INDUSTRIAL MAINTENANCE SUPPLY INC	JAG R3858HH-CASE TRASH LI	444.60
PI6041	INDUSTRIAL MAINTENANCE SUPPLY INC	BLEACH, GLASS CLNR, TRASH B	341.66
PR0527	INT'L ASSOC OF FIREFIGHTERS	PPE 05/20/216 PP#11	673.00
PR0610	INT'L ASSOC OF FIREFIGHTERS	PP#12 PPE 06/03/16	652.00
003731	LEGAL SHIELD		290.05
PI5737	LOCKE SUPPLY	F32R8/TL841 ALTO	124.20
004001	NEOFUNDS BY NEOPOST	MAY 2016-POSTAGE	802.09
003807	OK UNIFORM BLDG CODE COMMISSION	MAY-MONTHLY PERMIT FEES	228.00
PR0527	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 05/20/2016 PP#11	17,657.70
PR0610	OKLAHOMA FIREFIGHTERS PENSION BRD	PP#12 PPE 06/03/16	17,665.28
PR0527	OKLAHOMA POLICE PENSION	PPE 05/20/2016 PP#11	13,180.44
PR0610	OKLAHOMA POLICE PENSION	PP#12 PPE 06/03/16	13,189.80
003800	OSBI	MAY 2016-COURT COSTS	1,460.00
PR0527	SS FIREFIGHTERS STATION FUND	PPE 05/20/2016 PP#11	258.50
PR0610	SS FIREFIGHTERS STATION FUND	PP#12 PPE 06/03/16	251.00
PI5613	SUNDANCE OFFICE SUPPLY	LETTER 20" BRIGHT PAPER	1,079.60
PR0527	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
PR0527	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR0610	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
PR0610	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PI5738	WINGFOOT COMMERCIAL TIRE SYS LLC	GY 235/55R17 EAG RSA VSB	1,336.80
	<b>TOTAL</b>		<b>75,634.60</b>

**MUNICIPAL COURT**

003815	BANK OF AMERICA	BEST WESTERN CIMARRONHT	268.50
003653	BANK OF AMERICA	CDW GOVERNMENT	65.38

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**CITY OF SAND SPRINGS  
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**06/27/2016**

161062	KENNETH PENROD	MILEAGE REIMBURSEMENT	170.64
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 05.01.16	442.89
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 05.08.16	526.14
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 04.24.16	532.80
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 05/15 JW	532.80
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 05/22 JW	532.80
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 5/29 J.W.	532.80
161295	OSU CNTR FOR EXEC & PROF DVLPMNT	REG FEE-K.PENROD-OMCCA	250.00
161119	SUNDANCE OFFICE SUPPLY	KENNY SIGN STAMP	19.00
160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	883.38
<b>MUNICIPAL COURT ADMINISTRATION TOTAL</b>			<b>4,757.13</b>

**CITY MANAGER**

161352	BRADLEY, DANIEL	PRO H O WORSHIP MLG REIMB	111.24
003945	VERIZON WIRELESS	UTILITIES - VERIZON	120.03
<b>CITY MANAGER ADMINISTRATION TOTAL</b>			<b>231.27</b>

**CITY CLERK**

161099	ALMY, JANICE	206 IIMC ANNUAL CONF-J.A.	478.65
003639	BANK OF AMERICA	CHIMI'S	91.00
003816	BANK OF AMERICA	SPENCERS	17.35
003817	BANK OF AMERICA	TEXAS ROADHOUSE 2177	17.39
003818	BANK OF AMERICA	SPENCERS	10.77
003819	BANK OF AMERICA	HILTONGARDENINNDT3767	197.88
003820	BANK OF AMERICA	MICHAELS AT THE MARKET	17.09
003821	BANK OF AMERICA	SPAGHETTI WORKS	25.00
003822	BANK OF AMERICA	HILTONGARDENDTFB3767	15.00
003823	BANK OF AMERICA	HILTONGARDENDTFB3767	15.11
003824	BANK OF AMERICA	SPAGHETTI WORKS	14.93
003825	BANK OF AMERICA	HILTONGARDENINNDT3767	772.60
003848	BANK OF AMERICA	CDW GOVERNMENT	63.48
003849	BANK OF AMERICA	CDW GOVERNMENT	126.96
003850	BANK OF AMERICA	CDW GOVERNMENT	-63.48
003851	BANK OF AMERICA	CDW GOVERNMENT	63.48
003853	BANK OF AMERICA	CDW GOVERNMENT	63.48
003854	BANK OF AMERICA	CDW GOVERNMENT	253.92
160082	NEIGHBOR NEWS-LEGAL ADS	ORD NO 1282	177.00

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**CITY OF SAND SPRINGS  
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**06/27/2016**

160131 TULSA COUNTY CLERK	MONTHLY RECORDING FILINGS	481.00
003946 VERIZON WIRELESS	UTILITIES - VERIZON	40.01
<b>CITY CLERK CITY CLERK TOTAL</b>		<b>2,878.62</b>

**GENERAL ADMINISTRATION**

003647 BANK OF AMERICA	BESTBUYCOM784814058025	39.99
003640 BANK OF AMERICA	REASOR'S #21	49.00
003641 BANK OF AMERICA	WM SUPERCENTER #838	94.88
003642 BANK OF AMERICA	WM SUPERCENTER #838	89.20
003814 BANK OF AMERICA	EL MAGUEY MEXICAN RESTAUR	20.00
003809 BANK OF AMERICA	THE SOVEREIGNTY SYMPOSIUM	200.00
003810 BANK OF AMERICA	THE SOVEREIGNTY SYMPOSIUM	-200.00
003811 BANK OF AMERICA	PAYPAL OKLAHOMAMUN	100.00
003812 BANK OF AMERICA	THE SOVEREIGNTY SYMPOSIUM	300.00
003813 BANK OF AMERICA	PAYPAL OKLAHOMAMUN	-50.00
161246 BURDGE, MIKE	OML/MCO MEETING-4.6.16	120.60
161359 BURDGE, MIKE	SOVRNTY SYMPOS-6.8.16	121.24
161359 BURDGE, MIKE	OML/MCO BRD MTG-5.4.16	120.60
160298 METRO TULSA TRANSIT CO	4TH QTRLY BILLING	11,220.00
161262 RIDDLE & WIMBISH, P.C.	TITLE WORK	550.00
160113 SS AREA CHAMBER OF COMMERCE	OPEN FORUM MAYOR B&BJ	20.00
160113 SS AREA CHAMBER OF COMMERCE	JUNE-OPEN FORUM LUNCH	20.00
<b>GENERAL ADMINISTRATION GENERAL ADMINISTRATION TOTAL</b>		<b>12,815.51</b>

**PLANNING & DEVELOPMENT**

003827 BANK OF AMERICA	CROWN AWARDS INC	51.30
003826 BANK OF AMERICA	OKCOUNTYRECORDS COM	25.00
161225 SUNDANCE OFFICE SUPPLY	YLW REPORT COVERS	11.72
003956 VERIZON WIRELESS	UTILITIES - VERIZON	40.01
<b>PLANNING &amp; DEVELOPMENT ADMINISTRATION TOTAL</b>		<b>128.03</b>

**HUMAN RESOURCES**

160011 AMERICAN CHECKED INC	BACKGROUND CHECKS	25.00
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**06/27/2016**

160011	AMERICAN CHECKED INC	BACKGROUND CKS-S.H.	15.00
160011	AMERICAN CHECKED INC	BACKGROUND CKS-M.B.	15.00
160011	AMERICAN CHECKED INC	BACKGROUND CHECKS	30.00
003638	BANK OF AMERICA	I D WHOLESALERS	141.00
003650	BANK OF AMERICA	STANDLEY SYSTEMS LLC	692.45
003665	BANK OF AMERICA	PAM DISTRIBUTING	450.00
160038	CONCENTRA MEDICAL CENTERS	DRUG SCREENS-AC & AH	100.00
160038	CONCENTRA MEDICAL CENTERS	DRUG SCREENS-IH & MH	103.00
161323	DBSQUARED LLC	DBCMPENSATION SUPPORT &	1,000.00
160167	SAND SPRINGS FLOWERS	PLANT - SYMP - L.NEIMICK	50.00
161133	SUNDANCE OFFICE SUPPLY	ARROW MESSAGE PG FLAGS	252.12
160149	WORLD MEDIA ENTERPRISES INC	POLICY HELP WANTED AD	639.00
160149	WORLD MEDIA ENTERPRISES INC	FIREFIGHTER AD	709.00
<b>HUMAN RESOURCES ADMINISTRATION TOTAL</b>			<b>4,221.57</b>

**FINANCE**

003868	BANK OF AMERICA	NORTHERN TOOL EQUIP	45.98
161335	CRAWFORD & ASSOCIATES PC	CONSULTING SRVCS-FIN STMN	262.50
160082	NEIGHBOR NEWS-LEGAL ADS	BID # 1039 - AD	44.80
161232	SUNDANCE OFFICE SUPPLY	DISINFECTING WIPES	14.16
161232	SUNDANCE OFFICE SUPPLY	DISINFECTING WIPES	8.78
160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	3,192.61
160133	TULSA COUNTY PRINT SHOP	BUDGET BOOK COVERS	151.66
003947	VERIZON WIRELESS	UTILITIES - VERIZON	80.02
<b>FINANCE ADMINISTRATION TOTAL</b>			<b>3,800.51</b>

**CITY ATTORNEY**

160042	WEATHERFORD, DAVID L	GENERAL LEGAL MATTERS	5,698.00
<b>CITY ATTORNEY ADMINISTRATION TOTAL</b>			<b>5,698.00</b>

**INFORMATION SERVICES**

003744	A T & T		750.24
004016	A T & T	AT&T UTILITIES	236.90

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**CITY OF SAND SPRINGS  
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**06/27/2016**

004017	A T & T	AT&T UTILITIES	50.00
003844	BANK OF AMERICA	WAL-MART #0838	11.22
003846	BANK OF AMERICA	BEST BUY 00014993	25.98
003847	BANK OF AMERICA	STAPLES 00119388	41.47
003852	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	99.98
003654	BANK OF AMERICA	AMAZON MKTPLACE PMTS	63.98
003655	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	48.99
003841	BANK OF AMERICA	AMAZON MKTPLACE PMTS	119.99
003842	BANK OF AMERICA	AMAZON MKTPLACE PMTS	119.99
003843	BANK OF AMERICA	AMAZON MKTPLACE PMTS	119.99
003845	BANK OF AMERICA	AMAZON MKTPLACE PMTS	20.29
003649	BANK OF AMERICA	WWW EARTHLINK.NET	21.95
003855	BANK OF AMERICA	DMI DELL HIGHER EDUC	701.10
161274	CDW GOVERNMENT LLC	CYBERPWR 1000VA UPS	574.15
003740	COX COMMUNICATIONS CENTRAL II INC		3,793.42
003742	COX COMMUNICATIONS CENTRAL II INC		266.89
003801	COX COMMUNICATIONS CENTRAL II INC	UTILITIES - COX	675.20
004013	COX COMMUNICATIONS CENTRAL II INC	COX UTILITIES	84.40
004015	COX COMMUNICATIONS CENTRAL II INC	COX UTILITIES	112.53
160750	NETLINK SOLUTIONS LLC	MON BILLING FOR JUNE	1,406.50
160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	614.97
003948	VERIZON WIRELESS	UTILITIES - VERIZON	160.06
<b>INFORMATION SERVICES ADMINISTRATION TOTAL</b>			<b>10,120.19</b>

**FACILITIES MANAGEMENT**

003599	AMERICAN ELECTRIC POWER	AEP PSO MASTER	1,698.20
003600	AMERICAN ELECTRIC POWER	AEP PSO MASTER	185.13
003601	AMERICAN ELECTRIC POWER	AEP PSO MASTER	497.97
003602	AMERICAN ELECTRIC POWER	AEP PSO MASTER	204.51
003603	AMERICAN ELECTRIC POWER	AEP PSO MASTER	89.10
003604	AMERICAN ELECTRIC POWER	AEP PSO MASTER	171.94
003605	AMERICAN ELECTRIC POWER	AEP PSO MASTER	181.14
003606	AMERICAN ELECTRIC POWER	AEP PSO MASTER	104.63
003963	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	24.02
003964	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	320.52
003965	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	114.13
003966	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	160.26
003970	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	1,747.56
003971	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	191.80
003972	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	518.57

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**CITY OF SAND SPRINGS  
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**06/27/2016**

003973	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	205.41
003974	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	105.00
003975	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	134.62
003976	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	194.29
003977	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	109.84
160017	ATWOODS-SAND SPRINGS	5/32IN X 6IN DRILL IMPACT	6.68
003658	BANK OF AMERICA	TULSA NEW HOLLAND SERVICE	432.72
003664	BANK OF AMERICA	LOWES #01500	9.96
003861	BANK OF AMERICA	STAN CARDER PLUMBING INC	125.00
003863	BANK OF AMERICA	A & D SUPPLY TULSA	195.84
003736	CENTER POINT ENERGY SERVICES INC		16.61
003737	CENTER POINT ENERGY SERVICES INC		16.61
003738	CENTER POINT ENERGY SERVICES INC		23.99
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	76.12
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	12.87
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	12.87
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	12.88
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	61.78
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	38.30
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	17.30
161265	CHEMSEARCH DIVISION/NCH CORP	CNTRCT WTR TRMNT PROGRAM	384.38
161282	GENTRY MCDONALD AUSTIN CONSTRUCTION	INSTALL DOOR AT JAIL/W HW	625.00
160072	LOCKE SUPPLY	WHT EMERG COMBO LITE/EXIT	193.44
161205	OKLAHOMA MUNICIPAL ASSURANCE GROUP	FY16 BLDGS & PERS PROP IN	32.58
161205	OKLAHOMA MUNICIPAL ASSURANCE GROUP	FY16 BLDGS & PERS PROP IN	739.97
161205	OKLAHOMA MUNICIPAL ASSURANCE GROUP	FY16 BLDGS & PERS PROP IN	289.38
003747	OKLAHOMA NATURAL GAS		121.16
003748	OKLAHOMA NATURAL GAS		37.65
003749	OKLAHOMA NATURAL GAS		121.16
003750	OKLAHOMA NATURAL GAS		110.60
003751	OKLAHOMA NATURAL GAS		21.42
003752	OKLAHOMA NATURAL GAS		135.56
003753	OKLAHOMA NATURAL GAS		123.78
003754	OKLAHOMA NATURAL GAS		19.33
003755	OKLAHOMA NATURAL GAS		65.58
003756	OKLAHOMA NATURAL GAS		42.48
003757	OKLAHOMA NATURAL GAS		107.13
003758	OKLAHOMA NATURAL GAS		38.65
003759	OKLAHOMA NATURAL GAS		99.80
160092	PIONEER SECURITY SYSTEMS INC	JUNE 2016 - ANIMAL CONTRO	37.00
160373	SAND SPRINGS BUILDING SUPPLY	4'X8' 3/4" CDX PLYWOOD	24.99
160929	SOUTHERN MATERIAL HANDLING COMPANY	WATERFALL DECKING,WIRE ME	1,080.61
160929	SOUTHERN MATERIAL HANDLING COMPANY	WATERFALL DECKING,WIRE ME	3,012.62
161226	SUNDANCE OFFICE SUPPLY	INK ROLLER	7.18

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**CITY OF SAND SPRINGS  
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**06/27/2016**

160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	614.97
161182	THYSSENKRUPP ELEVATOR CORP	INSPECTION-SS MUNICIPAL	525.00
003949	VERIZON WIRELESS	UTILITIES - VERIZON	40.01
	<b>FACILITIES MANAGEMENT ADMINISTRATION TOTAL</b>		<b>16,669.60</b>

**FLEET MAINTENANCE**

160004	ACME WHEEL ALIGNING CO	ALIGN FRONT-UNIT 619	35.00
160017	ATWOODS-SAND SPRINGS	TIRE 23X1050 12 4 PLY TUR	159.98
160017	ATWOODS-SAND SPRINGS	TRACTOR-ENAMEL ALLIS	36.93
160019	AUTOZONE	STAN DIESEL FUEL ADDITIVE	41.61
160019	AUTOZONE	CLEAR RTV SILICON	11.49
003859	BANK OF AMERICA	QUIK SERVICES STEEL OF TU	75.73
003860	BANK OF AMERICA	QUIK SERVICES STEEL OF TU	115.00
160024	BOB HURLEY FORD LLC	IMUSTRUMENT CLUSTER REPLC	728.82
160025	BOB MOORE OF TULSA LLC	TUBE HEATER	103.20
160025	BOB MOORE OF TULSA LLC	BAR-TRACK	203.20
160025	BOB MOORE OF TULSA LLC	SEAL AXLE	71.12
160025	BOB MOORE OF TULSA LLC	FRONT BAR	177.60
160029	CECIL & SONS DISCOUNT TIRES	COMPUTER SPIN BAL	39.80
160029	CECIL & SONS DISCOUNT TIRES	DEESTONE D265 TURF TREAD	62.90
160033	CHEROKEE HOSE & SUPPLY	1/2" HOSE X 1/2"OFT	97.00
160033	CHEROKEE HOSE & SUPPLY	3/4" 2W HOSE X 1" FJ	92.75
160033	CHEROKEE HOSE & SUPPLY	5/8" 2 WIRE HYDRAULIC HOS	36.99
160033	CHEROKEE HOSE & SUPPLY	1/2" R2T HYDRAULIC HOSE	182.84
160036	COMDATA	MAY 2016-CTYWIDE FUEL PUR	16,346.02
160041	DANNY BECK CHEVROLET INC	UNIT 464 - REPAIR	281.88
160054	FASTENAL	M8-1.25X100MM DIN931	5.42
160056	FLEET DISTRIBUTORS EXPRESS	6 LED SLIMLINE FLUSH MOUN	335.07
160068	LAMPTON WELDING SUPPLY	75% ARGON 25% CO2	84.25
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	112.61
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	109.05
160089	O'REILLY AUTO PARTS - S.S.	OIL,CABIN,AIR FILTERS	17.28
160089	O'REILLY AUTO PARTS - S.S.	WINDOW LIFT	63.28
160089	O'REILLY AUTO PARTS - S.S.	F/P ASSEMBLY	221.55
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	222.64
160089	O'REILLY AUTO PARTS - S.S.	STABILIZER, TRACK BAR	127.43
160089	O'REILLY AUTO PARTS - S.S.	AIR / OIL FILTERS	12.49
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS	68.49
160089	O'REILLY AUTO PARTS - S.S.	TRACK BAR	-98.04
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	47.89

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**06/27/2016**

160089	O'REILLY AUTO PARTS - S.S.	BRAKE ROTOR, DISC PAD SET	211.07
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	53.28
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	-47.89
160089	O'REILLY AUTO PARTS - S.S.	OIL FILTER, WIPER FLD	16.16
160089	O'REILLY AUTO PARTS - S.S.	V/C GASKET	33.59
160089	O'REILLY AUTO PARTS - S.S.	ENGINE PAINT	212.71
160089	O'REILLY AUTO PARTS - S.S.	TPMS BAND	15.26
160089	O'REILLY AUTO PARTS - S.S.	TPMS SENSOR	-89.58
160089	O'REILLY AUTO PARTS - S.S.	V8 4.6L GAS/FLEX	44.79
160089	O'REILLY AUTO PARTS - S.S.	TEMP SENSOR	13.31
160089	O'REILLY AUTO PARTS - S.S.	AT FILTR KIT	30.68
160089	O'REILLY AUTO PARTS - S.S.	AIR,FUEL,OIL FILTERS	26.93
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	111.32
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS	16.37
160089	O'REILLY AUTO PARTS - S.S.	FLUID RESRVR	60.77
160089	O'REILLY AUTO PARTS - S.S.	AIR,FUEL,OIL FILTERS	41.13
160089	O'REILLY AUTO PARTS - S.S.	FUEL FILTER	9.40
160089	O'REILLY AUTO PARTS - S.S.	OIL FILTER, MOTOR OIL	21.39
160089	O'REILLY AUTO PARTS - S.S.	BATTERY / FUEL PUMP	92.98
160089	O'REILLY AUTO PARTS - S.S.	ELECTRIC TAPE	11.76
160089	O'REILLY AUTO PARTS - S.S.	CONNECTOR	11.99
160089	O'REILLY AUTO PARTS - S.S.	LICENSE LAMP	5.99
160089	O'REILLY AUTO PARTS - S.S.	ABSORBENT	6.49
160089	O'REILLY AUTO PARTS - S.S.	FUEL FILTERS & HOSE CLAMP	6.64
160089	O'REILLY AUTO PARTS - S.S.	OIL,AIR,HYD,FUEL, FILTERS	34.80
160089	O'REILLY AUTO PARTS - S.S.	AIR,FUEL,OIL FILTER	223.02
160089	O'REILLY AUTO PARTS - S.S.	TPMS SENSOR	44.79
160089	O'REILLY AUTO PARTS - S.S.	AIR,FUEL,OIL FILTER	28.36
160089	O'REILLY AUTO PARTS - S.S.	TPMS SENSOR	-44.79
160089	O'REILLY AUTO PARTS - S.S.	OIL LINE	27.69
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	204.78
160089	O'REILLY AUTO PARTS - S.S.	RELAY SWITCH	48.66
160089	O'REILLY AUTO PARTS - S.S.	SOLENOID	10.39
160089	O'REILLY AUTO PARTS - S.S.	OIL,AIR,HYD, FUEL FILTERS	34.80
160089	O'REILLY AUTO PARTS - S.S.	OIL FILTER, WIPER BLADES	53.48
160089	O'REILLY AUTO PARTS - S.S.	BATTERY, MILITARY TRIM	414.34
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	59.42
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	56.63
160089	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	-59.42
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL,CABIN FILTER	15.96
160089	O'REILLY AUTO PARTS - S.S.	FUEL,AIR,OIL FILTER	82.69
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	307.17
160089	O'REILLY AUTO PARTS - S.S.	REPAIR KIT	3.50
160089	O'REILLY AUTO PARTS - S.S.	LIGHT	7.99

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**06/27/2016**

160089	O'REILLY AUTO PARTS - S.S.	AIR, OIL FILTER	14.04
160089	O'REILLY AUTO PARTS - S.S.	TRANSX TREAT	12.49
160089	O'REILLY AUTO PARTS - S.S.	CUT-OFF TOOL, AIR PLUG	362.98
160100	ROBERTS AUTO UPHOLSTERY	SEAT REPAIR	150.00
160104	SAND SPRINGS REBUILDERS	CARB REPAIR KIT	8.57
160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	614.97
160138	UNITED FORD LLC	CONDENSE 511	320.61
160147	WELDON OF TULSA INC	CHARAGE AIR HOSE 4.0X6.0	37.04
160147	WELDON OF TULSA INC	MASTER DISCONNECT 500AMP	68.75
160147	WELDON OF TULSA INC	PRESSURE CTRL VALVE	56.38
160147	WELDON OF TULSA INC	QUICK RELEASE VALVE	30.51
160147	WELDON OF TULSA INC	TARP 7.6X28 MULTICOLORED	125.55
160148	WINGFOOT COMMERCIAL TIRE SYS LLC	GY 265/70R17 WRL AT ADV B	345.86
<b>FLEET MAINTENANCE ADMINISTRATION TOTAL</b>			<b>24,847.82</b>

**POLICE**

003607	AMERICAN ELECTRIC POWER	AEP PSO MASTER	75.06
003978	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	62.79
003660	BANK OF AMERICA	SPECIAL OPS UNIFORMS	819.84
003865	BANK OF AMERICA	SPECIAL OPS UNIFORMS	1,004.90
003678	BANK OF AMERICA	BABBOS	40.17
003679	BANK OF AMERICA	EL JIMADOR MEXICAN RESTAU	25.59
003680	BANK OF AMERICA	FIREHOUSE SUBS #68	19.21
003681	BANK OF AMERICA	STONEY RIVER S02050094	64.06
003682	BANK OF AMERICA	STEAK-N-SHAKE#0478 Q99	18.04
003683	BANK OF AMERICA	CHEESECAKE CHESTERFIELD	67.19
003864	BANK OF AMERICA	REPUBLIC GASTROPUB	59.67
003880	BANK OF AMERICA	ROUTE 66 DINER	32.19
003881	BANK OF AMERICA	LABEL OUTFITTERS	28.61
003661	BANK OF AMERICA	URBAN TAILS	76.00
003672	BANK OF AMERICA	AMAZON MKTPLACE PMTS	239.97
003867	BANK OF AMERICA	TMDE CALIBRATION LABS INC	177.50
003659	BANK OF AMERICA	RANKIN VETERINARY HOSP.	84.50
003676	BANK OF AMERICA	BOX BOX.NET BUS SRVCS	5.00
003677	BANK OF AMERICA	WWW.READFRONTIER.COM	30.00
003671	BANK OF AMERICA	UPS 1ZM34T440393384062	29.78
161206	DEPARTMENT OF PUBLIC SAFETY	INTOXILYZER CERT TRAINING	62.00
160046	DRAKE SYSTEMS, INC	BASE RATE&OVERAGE A2754	250.20
160046	DRAKE SYSTEMS, INC	OVERAGE - KYOCERA/M7550	121.66
161358	FISHER, GREG	MAY 2016 PD MILEAGE REIMB	2.70

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**CITY OF SAND SPRINGS  
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161358	FISHER, GREG	APR 2016 PD MILEAGE REIMB	177.30
161358	FISHER, GREG	FEB 2016 PD MILEAGE REIMB	218.34
161358	FISHER, GREG	MAR 2016 PD MILEAGE REIMB	27.54
161358	FISHER, GREG	POLICE ADMIN TRAVEL	45.36
160935	KIMURA, ERIC	TRAINING/TRAVEL REIMBURS	60.00
160693	KIMURA, ERIC	TUITION REIMB-SPRING 2016	1,800.00
160692	LEMON, MATT	TUITION REIMB-SPRING 2016	1,350.00
160070	LEXISNEXIS RISK DATA MANAGEMENT	APRIL 2016 SEARCHES	25.00
160070	LEXISNEXIS RISK DATA MANAGEMENT	MAY 2016 SEARCHES	25.00
160934	NEWMAN, SHANNON	CRISIS INTERVEN TRAINING	100.00
160791	NEWMAN, SHANNON	SPRING 2016 TUITION REIMB	450.00
003747	OKLAHOMA TURNPIKE AUTHORITY		53.10
160092	PIONEER SECURITY SYSTEMS INC	JUNE 2016 - RANGE TRAILER	37.50
160133	TULSA COUNTY PRINT SHOP	PD BUSINESS CARDS-61688	150.00
161140	TWIST, DANIEL	MAY 2016 TUITION REIMBURS	900.00

**POLICE ADMINISTRATION/PATROL TOTAL**

**8,815.77**

003691	BANK OF AMERICA	BEST WESTERN - BLACKWELL	150.00
003896	BANK OF AMERICA	NATIONAL ANIMAL CARE CO	35.00
003692	BANK OF AMERICA	RANKIN VETERINARY HOSP.	65.00
003693	BANK OF AMERICA	RANKIN VETERINARY HOSP.	250.00
003694	BANK OF AMERICA	RANKIN VETERINARY HOSP.	215.00
003695	BANK OF AMERICA	RANKIN VETERINARY HOSP.	305.00
003895	BANK OF AMERICA	RANKIN VETERINARY HOSP.	65.00
003897	BANK OF AMERICA	RANKIN VETERINARY HOSP.	65.00
003898	BANK OF AMERICA	RANKIN VETERINARY HOSP.	385.00
003899	BANK OF AMERICA	RANKIN VETERINARY HOSP.	360.00
003901	BANK OF AMERICA	RANKIN VETERINARY HOSP.	400.00
003748	OKLAHOMA TURNPIKE AUTHORITY		5.70

**POLICE ANIMAL CONTROL TOTAL**

**2,300.70**

**COMMUNICATIONS**

003754	AT&T LONG DISTANCE		16.50
003805	AT&T LONG DISTANCE	AT&T LONG DISTANCE	284.14
003673	BANK OF AMERICA	INDUSTRIAL MAINTENANCE	63.90
003870	BANK OF AMERICA	BOB BARKER COMPANY INC	507.87
003871	BANK OF AMERICA	BOB BARKER COMPANY INC	59.12
003874	BANK OF AMERICA	WW GRAINGER	93.83
003875	BANK OF AMERICA	WW GRAINGER	178.74
003876	BANK OF AMERICA	WW GRAINGER	89.37

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**CITY OF SAND SPRINGS  
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**06/27/2016**

003879	BANK OF AMERICA	WW GRAINGER	89.37
003667	BANK OF AMERICA	REASOR'S #21	196.50
003668	BANK OF AMERICA	WAL-MART #0838	53.60
003670	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	80.76
003877	BANK OF AMERICA	REASOR'S #21	223.71
003878	BANK OF AMERICA	WM SUPERCENTER #838	128.04
003663	BANK OF AMERICA	J2 FAX.COM	3.00
160044	DEPARTMENT OF PUBLIC SAFETY	OLETS USER FEE	350.00
160063	INCOG-E911	E911 TERMINIAL CHARGES	4,534.86
161018	MOTOROLA SERVICE INC	JUNE 2016-SEC MONITORING	2,427.21
003944	VERIZON WIRELESS	UTILITIES - VERIZON	1,069.91
004011	VERIZON WIRELESS	VERIZON UTILITIES	40.01
004012	VERIZON WIRELESS	VERIZON UTILITIES	40.01
<b>COMMUNICATIONS ADMINISTRATION TOTAL</b>			<b>10,530.45</b>

**FIRE**

160017	ATWOODS-SAND SPRINGS	OIL-ABSORBENT,SAFETY SORB	119.80
160017	ATWOODS-SAND SPRINGS	PRONTO FAST ACTING VEG	14.99
160017	ATWOODS-SAND SPRINGS	NOZZLE BRASS 5"	14.97
160017	ATWOODS-SAND SPRINGS	DEWALT 30 GALL V TWIN	460.98
003883	BANK OF AMERICA	WPSG. INC 800-852-6088	85.17
003885	BANK OF AMERICA	WPSG, INC 800-852-6088	86.00
003689	BANK OF AMERICA	FIRE PROTECTION PUB	425.00
003690	BANK OF AMERICA	SQ LIVI LEE'S DAYL	22.27
003893	BANK OF AMERICA	PEN PENNWELL BOOKS	159.80
003840	BANK OF AMERICA	STANDLEY SYSTEMS LLC	397.47
003891	BANK OF AMERICA	WAL-MART #0838	19.74
003888	BANK OF AMERICA	MASTERFIT MEDICAL SUPPLY	97.24
003890	BANK OF AMERICA	FEDEX 99336450	19.20
003687	BANK OF AMERICA	WILDLAND WAREHOUSE	399.00
003887	BANK OF AMERICA	ETRAILER	48.79
003889	BANK OF AMERICA	WM SUPERCENTER #838	17.88
003894	BANK OF AMERICA	LOWES #01580	259.00
003892	BANK OF AMERICA	MATTRESS FIRM	287.77
003886	BANK OF AMERICA	TOTAL RADIO INC	585.00
003686	BANK OF AMERICA	CUMMINS ARLINGTON CREDIT	545.00
003882	BANK OF AMERICA	ATWOOD 22 SAND SPRINGS	294.65
003884	BANK OF AMERICA	REALWHEELS COVER COMPA	801.62
003684	BANK OF AMERICA	PUSH PEDAL PULL-CORPORAT	250.00
003685	BANK OF AMERICA	NAFECO INTERNET	-495.00

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**06/27/2016**

161277	CATOOSA FIRE DEPT	USE OF SCBA MASK FIT TEST	890.00
160515	CIRCLE C CONSULTING LLC	LARGE NITRIDERM EP GLOVES	471.00
160299	EMSA	FY2016 EMSA SUBSIDY-4TH Q	57,287.00
160050	EMSA/AMERICAN MEDICAL RESPONSE	MISC MED SUPPLIES	1,658.27
160089	O'REILLY AUTO PARTS - S.S.	WIRE BRUSH, LITH GREASE	20.05
160089	O'REILLY AUTO PARTS - S.S.	VALVE TOOL	6.02
160089	O'REILLY AUTO PARTS - S.S.	DI ELECTRIC	5.59
160089	O'REILLY AUTO PARTS - S.S.	EPOXY	14.48
160089	O'REILLY AUTO PARTS - S.S.	MINI BULB	23.85
160089	O'REILLY AUTO PARTS - S.S.	APPLICATOR, 16OZ RAIN	14.47
160089	O'REILLY AUTO PARTS - S.S.	TIRE GAUGE	10.64
160097	RED EARTH ENVIRONMENTAL INC	23 GAL CORR BOX W HANDLES	196.00
160102	SAM'S CLUB	BATH TISSUE,33GAL PG,13 G	276.43
160102	SAM'S CLUB	PAPER TOWELS	115.90
160106	SCHAEFER TIRE INC	FLAT REPAIR-ENG 1 & LDR 7	160.00
003950	VERIZON WIRELESS	UTILITIES - VERIZON	480.14
	<b>FIRE ADMINISTRATION TOTAL</b>		<b>66,546.18</b>

**EMERGENCY MANAGEMENT**

003608	AMERICAN ELECTRIC POWER	AEP PSO MASTER	291.88
003967	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	34.01
003979	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	291.88
003674	BANK OF AMERICA	AMAZON MKTPLACE PMTS	28.50
003675	BANK OF AMERICA	BEST BUY 00014993	299.96
003666	BANK OF AMERICA	MCAFEE INTEL SECURITY	89.99
003669	BANK OF AMERICA	MCAFEE INTEL SECURITY	89.99
003662	BANK OF AMERICA	UPS 12M34T440390280054	13.27
161358	FISHER, GREG	MAY 2016 EM MILEAGE REIMB	15.12
161358	FISHER, GREG	APR 2016 EM MILEAGE REIMB	17.28
161358	FISHER, GREG	MAR 2016 EM MILEAGE REIMB	177.30
161358	FISHER, GREG	FEB 2016 EM MILEAGE REIMB	20.52
161358	FISHER, GREG	JAN 2016 EM MILEAGE REIMB	14.58
003941	INDIAN ELECTRIC COOP INC	UTILITIES - INDIAN ELECTR	24.50
	<b>EMERGENCY MANAGEMENT ADMINISTRATION TOTAL</b>		<b>1,408.78</b>

**NEIGHBORHOOD SERVICES**

161237	AMERICAN DEMOLITION & SITE SVCS	DEM & REMOVAL-721 N GARFI	4,025.00
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161239	AMERICAN DEMOLITION & SITE SVCS	DEM & REMOVAL-414 N FRANK	4,121.00
003900	BANK OF AMERICA	SIGNS & STITCHES	95.61
003696	BANK OF AMERICA	WAL-MART #0838	50.62
160059	GENESIS OF OKLAHOMA	KYOCERA/KM-2550-BASE RATE	44.00
160059	GENESIS OF OKLAHOMA	KYOCERA/KM-2550-BASE RATE	44.00
161303	INDUSTRIAL MARKING CO INC	VENDOR LICENSE DECALS	183.50
161238	K&T TRUCKING & SITE CLEARING INC.	DEMOLITION - 610 N FRANKL	3,600.00
161228	SUNDANCE OFFICE SUPPLY	WHITE BOARD CLEANER	20.18
160207	SUNGARD PUBLIC SECTOR INC	JUNE 2016-MAINT AGREEMNT	2,455.60
160123	THULIN, HOVEY	ABATEMENT CLEANUPS	2,160.64
160123	THULIN, HOVEY	ABATEMENT CLEANUP	525.00
160123	THULIN, HOVEY	ABATEMENT CLEANUP	450.00
160123	THULIN, HOVEY	ABATEMENT CLEANUP	265.46
160123	THULIN, HOVEY	ABATEMENT CLEANUPS	456.00
003951	VERIZON WIRELESS	UTILITIES - VERIZON	41.36
<b>NEIGHBORHOOD SERVICES ADMINISTRATION TOTAL</b>			<b>18,537.97</b>

**STREET**

160001	A-1 RENTAL & SUPPLY CO,INC	63PM344 CHAIN	67.96
160001	A-1 RENTAL & SUPPLY CO,INC	CHAINSAW & BLOWER	1,199.97
003609	AMERICAN ELECTRIC POWER	AEP PSO MASTER	272.74
003968	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	6,113.56
003980	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	269.84
160047	DUNHAM'S ASPHALT SERVICES, INC	TCKTS 994026, 994015	298.60
160047	DUNHAM'S ASPHALT SERVICES, INC	TCKTS,993961,993958,99396	363.57
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 05.01.16	579.60
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 05.08.16	579.60
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 05.15.16	579.60
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 04.10.16	579.60
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 04.10.16	191.68
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 04.20.16	579.60
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 04.10&17	1,279.95
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 04.24.16	579.60
160054	FASTENAL	#188 SS HOSE CLAMP	302.00
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	56.45
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	54.66
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY2016 CITYWIDE MOWING	10,294.68
160178	LOT MAINTENANCE OF OKLAHOMA INC	CITYWIDE MOWING-MAY 2016	10,892.37
160077	MID CONTINENT CONCRETE	TCKT 1525078	305.50
160077	MID CONTINENT CONCRETE	TCKT 1764068	211.50

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160089	O'REILLY AUTO PARTS - S.S.	BATTERY CORE	-20.00
160104	SAND SPRINGS REBUILDERS	CHAINSAW REPAIR	78.87
160106	SCHAEFER TIRE INC	MNT & DISMNT - UNIT 210	130.00
160109	SIGNAL TEK INC	TRAFF CNTRL MAINT-APRIL16	6,196.58
161279	VULCAN SIGNS	MATERIAL FOR SIGN SHOP	2,130.79
160233	WHITE STAR MACHINERY & SUPPLY	HYDRAULIC FLUID	151.96
<b>STREET STREET MAINTENANCE TOTAL</b>			<b>44,320.83</b>

**PARKS & RECREATION**

003652	BANK OF AMERICA	CDW GOVERNMENT	22.61
003902	BANK OF AMERICA	WAREHOUSE MARKET - 35	38.24
160046	DRAKE SYSTEMS, INC	BASE RATE&OVERGE B8095	103.65
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	44.91
160068	LAMPTON WELDING SUPPLY	CYLINDER LEASE	43.48
160463	OKLAHOMA REC & PARK SOCIETY	NOV 2015 ORPS CONF	250.00
161301	SIGN IT INC	METAL SHELTER PARK SIGNS	120.00
161247	SIGN IT INC	METAL SIGNS FOR PARKS	120.00
003952	VERIZON WIRELESS	UTILITIES - VERIZON	80.02
<b>PARKS &amp; RECREATION ADMINISTRATION TOTAL</b>			<b>822.91</b>

003971	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	2,517.45
161252	AMSAN	7.5PZ GREEN SEAL FOAM HAN	79.22
003911	BANK OF AMERICA	EMEDCO	249.54
003702	BANK OF AMERICA	CORE HEALTH & FITNESS	66.49
003703	BANK OF AMERICA	CORE HEALTH & FITNESS	133.18
003705	BANK OF AMERICA	CORE HEALTH & FITNESS	175.99
003704	BANK OF AMERICA	WM SUPERCENTER #838	72.77
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	18.53
161264	CHEMSEARCH DIVISION/NCH CORP	GLOSS ADVANCED AEROSOL	908.87
161230	DLT SOLUTIONS LLC	AUTODESK AUTOCAD	4,249.70
161235	EMERGENCY POWER SYSTEMS,INC	CCC-RADIATOR CAP,COOLANT	269.23
003761	OKLAHOMA NATURAL GAS		115.44
160463	OKLAHOMA REC & PARK SOCIETY	NOV 2015 ORPS CONF	500.00
161182	THYSSENKRUPP ELEVATOR CORP	INSPECTION-CASE COMM CNTR	525.00
<b>PARKS &amp; RECREATION COMMUNITY CENTER TOTAL</b>			<b>9,881.41</b>

160001	A-1 RENTAL & SUPPLY CO,INC	2.5 GAL HP FUEL MIX	53.03
160001	A-1 RENTAL & SUPPLY CO,INC	VIB PLATE COMPACTOR	83.12
003610	AMERICAN ELECTRIC POWER	AEP PSO MASTER	257.05
003969	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	28.48

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003981	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	199.14
003970	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	76.18
160012	AMERICAN WASTE CONTROL INC	MAY-DUMP FEES @ RCP	645.00
160017	ATWOODS-SAND SPRINGS	ALL PURPOSE FERTILIZER	9.98
160017	ATWOODS-SAND SPRINGS	HOSE SOFT & SUPPLE	19.99
160017	ATWOODS-SAND SPRINGS	XL-PAN PHIL SMS	3.99
160017	ATWOODS-SAND SPRINGS	BUCKET 5QT	10.10
160017	ATWOODS-SAND SPRINGS	PIVOT BIT HOLDER	53.96
160017	ATWOODS-SAND SPRINGS	MENDERS 3/4" MALE CLAMP	2.49
160017	ATWOODS-SAND SPRINGS	PINK SURVEY FLAG	65.81
160017	ATWOODS-SAND SPRINGS	BOLT SNAP SRE 3/8	5.98
003904	BANK OF AMERICA	OSU AG CONFERENCES	60.00
003905	BANK OF AMERICA	UNIV MAILING SERVICES	33.00
003697	BANK OF AMERICA	SPRING CREEK NURSERY	192.00
003906	BANK OF AMERICA	THE HOME DEPOT 3904	206.85
003701	BANK OF AMERICA	LOWES #01580	676.02
003908	BANK OF AMERICA	THE HOME DEPOT 3904	101.58
003648	BANK OF AMERICA	AMAZON MKTPLACE PMTS	59.93
003698	BANK OF AMERICA	LOWES #00243	70.02
003699	BANK OF AMERICA	SITE ONE LANDSCAPES250	210.73
003700	BANK OF AMERICA	M&M LUMBER	293.19
003706	BANK OF AMERICA	THE HOME DEPOT 3904	94.96
003903	BANK OF AMERICA	HD SUPPLY WATERWORKS 343	614.92
003907	BANK OF AMERICA	KULLY SUPPLY	230.26
003909	BANK OF AMERICA	SHERWIN WILLIAMS 707217	39.07
003910	BANK OF AMERICA	SIGN IT	50.00
161215	CDW GOVERNMENT LLC	DELL CTO LAT E7470	1,859.51
161257	IMAJENUS INC	SPLASH PAD DOORS	3,401.93
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY2016 CITYWIDE MOWING	10,667.49
160178	LOT MAINTENANCE OF OKLAHOMA INC	CITYWIDE MOWING-MAY 2016	10,924.46
003760	OKLAHOMA NATURAL GAS		45.80
160463	OKLAHOMA REC & PARK SOCIETY	NOV 2015 ORPS CONF	250.00
160099	RIVER PARKS AUTHORITY	FY16 M.K & T.TULSA-SS TRA	22,640.00
161281	SMITHS FARM AND GARDEN INC	OPITIMAX BLOWER	1,023.20
161141	THE PLAYWELL GROUP	11' PICNIC TABLE	4,095.63
161092	THOMPSON SOD INC.	BERMUDA SOD	1,566.00
003804	WATER IMPROVEMENT DIST #14	UTILITIES -WTR IMPRV D#14	23.34
	<b>PARKS &amp; RECREATION MAINTENANCE TOTAL</b>		<b>60,944.19</b>
161286	LAFRANCE JACQUES	LEAD TRAIL GUIDE HRS	240.00
160093	PORTA JOHN CO INC	MONTHLY RENT-ANCIENT FORE	181.50
160093	PORTA JOHN CO INC	MON RENT-ANCIENT FOREST P	181.50
161330	PRATER, ROBERT W	KAF VOLUNTEER DOS-R.PRATE	120.00

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**PARKS & RECREATION SPECIAL EVENTS TOTAL**

**723.00**

003611	AMERICAN ELECTRIC POWER	AEP PSO MASTER	806.66
003972	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	220.67
003973	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	70.74
003974	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	236.78
003982	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	81.27
003983	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	500.60
003984	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	76.86
003985	AMERICAN ELECTRIC POWER	MAY AEP UTILITIES	65.41
161086	COMMERCIAL CLEANING SERVICES	SPORTS COMPLEX MAY 2016	258.00
160072	LOCKE SUPPLY	MH-1500A-P-KIT BALLAST	624.84
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY2016 CITYWIDE MOWING	2,832.50
160178	LOT MAINTENANCE OF OKLAHOMA INC	CITYWIDE MOWING-MAY 2016	2,861.70
161214	OKLAHOMA STATE DEPT OF HEALTH	SAND SPRINGS YOUTH BB	100.00
161214	OKLAHOMA STATE DEPT OF HEALTH	SS SOCCER CONCESSION	100.00

**PARKS & RECREATION SPORTS PROGRAMS TOTAL**

**8,836.03**

**MUSEUM**

160008	ALLIANCE MAINTENANCE INC	JUNE JANITORIAL	235.00
003975	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	238.70
003976	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	32.69
160032	CHARLES PEST CONTROL INC	MONTHLY PEST CNTRL	41.00
161321	DAVCO MECHANICAL CONTRACTORS,INC	MUESUM A/C DIAG & REPAIR	2,465.00
160072	LOCKE SUPPLY	LED 7W A-LAMP 40W	184.14
160072	LOCKE SUPPLY	100XL 150# 3/4" T&P VALVE	12.63
003762	OKLAHOMA NATURAL GAS		98.31
003763	OKLAHOMA NATURAL GAS		21.42
160092	PIONEER SECURITY SYSTEMS INC	JUNE 2016-MUSEUM	20.00
161182	THYSSENKRUPP ELEVATOR CORP	INSPECTION-SS MUSEUM	525.00

**MUSEUM ADMINISTRATION TOTAL**

**3,873.89**

**ECONOMIC DEVELOPMENT**

003708	BANK OF AMERICA	ADOBE CREATIVE CLOUD	49.99
003709	BANK OF AMERICA	DROPBOX XMKMRMV9G4FD	9.99
003707	BANK OF AMERICA	FACEBOOK MFX5Q927P2	40.00

**CITY OF SAND SPRINGS  
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003912	BANK OF AMERICA	FARMERS FEED STORE	560.00
003913	BANK OF AMERICA	SQ MILE HIGH DESIGNS	120.00
003636	REASOR LLC	SALES TAX INCE APRIL 2016	17,223.95
004019	REASOR LLC	SALES TAX INC-MAY 2016	9,255.31
160790	ST. JOHN, KASEY	TUI REIM-SPRING 2016 KASE	135.00
161195	TULSA COUNTY PUBLIC FACILITIES AUTH	SHUTTLES FOR HERBAL AFFAI	150.00
<b>ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL</b>			<b>27,544.24</b>

**GRAND TOTAL FOR FUND \$426,889.20**

**410 GO BOND 2014 FUND**

**PARKS & RECREATION**

141407	LANDPLAN CONSULTANTS INC	RVR CTY-FINAL CLOSE OUT C	297.50
150747	STUDIO 45 ARCHITECTS PLLC	RIVER CITY CONCESSION STA	3,600.00
<b>PARKS &amp; RECREATION MAINTENANCE TOTAL</b>			<b>3,897.50</b>

**MUSEUM**

160960	DAVCO MECHANICAL CONTRACTORS,INC	MUSEUM REPAIRS	5,174.60
<b>MUSEUM ADMINISTRATION TOTAL</b>			<b>5,174.60</b>

**GRAND TOTAL FOR FUND \$9,072.10**

**420 CAPITAL IMPROVEMENT FUND**

**ECONOMIC DEVELOPMENT**

003977	AMERICAN ELECTRIC POWER	AEP PSO UTILITIES	47.16
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY2016 CITYWIDE MOWING	582.00
160178	LOT MAINTENANCE OF OKLAHOMA INC	CITYWIDE MOWING-MAY 2016	473.34
160042	WEATHERFORD, DAVID L	MAY-SSDA VISION 20025	187.00

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**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS**

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**06/27/2016**

**ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL**

**1,289.50**

<b>GRAND TOTAL FOR FUND</b>	<b>\$1,289.50</b>
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**440 STREET IMPROVEMENT FUND**

**STREET**

090153	CRAIG & KEITHLINE INC	MAIN ST IMPROVEMENTS	4,801.93
161219	LANDPLAN CONSULTANTS INC	HWY 97 TRAIL EXTENSION	1,722.50
161203	TRAFFIC ENGINEERING CONSULTANTS	COORD. SIG TIMING-2ND MOR	14,000.00
<b>STREET STREET MAINTENANCE TOTAL</b>			<b>20,524.43</b>

<b>GRAND TOTAL FOR FUND</b>	<b>\$20,524.43</b>
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**470 CAPITAL IMPR W & WW FUND**

**PUBLIC WORKS**

003924	BANK OF AMERICA	WAL-MART #0838	1,599.90
<b>PUBLIC WORKS ADMINISTRATION TOTAL</b>			<b>1,599.90</b>

**WATER**

161157	DEPT OF ENVIRONMENTAL QUALITY	DEQ PERMIT FEE-FILTER BWP	1,531.96
160544	TETRA TECH INC	WTP FILTER BCKWSH PUMPS	1,100.00
160544	TETRA TECH INC	WTP FILTER BACKWASH PUMPS	900.44
<b>WATER TREATMENT TOTAL</b>			<b>3,532.40</b>

161202	ALLIED FENCE CO	CHAIN LINK FENCE/GATES CO	6,069.00
003710	BANK OF AMERICA	TECHSTREET	227.00
160302	CIRCLE P WELDING INC	N MCKINLEY HILLS WTR TNK	87,210.00
160843	CIRCLE P WELDING INC	COYOTE TRAIL WTR STNDPIPE	65,550.00
140933	DEWBERRY ENGINEERS INC	MCKINLEY HILLS WTR STORG	3,639.80

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**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS**

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**06/27/2016**

160652	DEWBERRY ENGINEERS INC	COYOTE TRAIL TANK REPLACM	5,925.60
161280	H&E ENGINEERED EQUIPMENT CO INC	PRATT-518 ELEC ACTUATOR	3,485.00
160072	LOCKE SUPPLY	3/4" GREY SCHEDULE 40PVC	57.54
160072	LOCKE SUPPLY	25IN-1 WP METAL FLAT 2G	80.40
161188	TULSA LAND SURVEYING LLC	CAMPBELL CREEK RD SURVEY	5,260.00
161199	TULSA LAND SURVEYING LLC	CAMPBELL CREEK ROAD	1,980.00
<b>WATER WATER MAINT &amp; OPERATIONS TOTAL</b>			<b>179,484.34</b>

**WASTEWATER**

161116	INTERSTATE ELECTRIC INC	YEOMANS SUMBERSIBLE PUMP	4,211.00
160964	UTILITY SUPPLY CO INC	6"X6" & 8"X8" RXG OMNI	1,564.56
<b>WASTEWATER MAINTENANCE &amp; OPERATIONS TOTAL</b>			<b>5,775.56</b>

003651	BANK OF AMERICA	IN NETLINK SOLUTIONS, LL	1,806.13
161209	CDW GOVERNMENT LLC	ELO 22" INTELLITOUCH	1,912.74
161325	TETRA TECH INC	WWTP DESIGN	19,519.17
161325	TETRA TECH INC	WWTP DESIGN	24,826.56
161325	TETRA TECH INC	WWTP DESIGN	27,112.87
161297	WALTERS MORGAN CONSTRUCTION INC	WWTP IMPROVEMENTS	255,896.36
161297	WALTERS MORGAN CONSTRUCTION INC	WWTP IMPROVEMENTS	223,488.36
<b>WASTEWATER TREATMENT TOTAL</b>			<b>554,562.19</b>

<b>GRAND TOTAL FOR FUND</b>	<b>\$744,954.39</b>
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**510 SPECIAL PROGRAMS FUND**

**POLICE**

161151	TASER INTERNATIONAL	CABLE, COILED, STRAIGHT	271.96
161151	TASER INTERNATIONAL	CARTRIDGE, PERFORMANCE, S	12,720.85
<b>POLICE ADMINISTRATION/PATROL TOTAL</b>			<b>12,992.81</b>

**FIRE**

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**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS**

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**06/27/2016**

003688	BANK OF AMERICA	LITTLE CAESARS 1944 0003	55.55
	<b>FIRE ADMINISTRATION TOTAL</b>		<b>55.55</b>

<b>GRAND TOTAL FOR FUND</b>	<b>\$13,048.36</b>
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**540 VISION 2025**

**PARKS & RECREATION**

160781	STUDIO 45 ARCHITECTS PLLC	AIMRIGHT-DRILLING TEST BO	2,640.00
	<b>PARKS &amp; RECREATION MAINTENANCE TOTAL</b>		<b>2,640.00</b>

<b>GRAND TOTAL FOR FUND</b>	<b>\$2,640.00</b>
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<b>GRAND TOTAL</b>	<b>\$1,218,417.98</b>
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**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS  
WIRE TRANSFERS**

**06/27/2016**

**FUND 210 General Fund**

6/14/2016	JE2009	Aflac-May Premium	1,164.90
6/10/2016	JE1900	Prepaid Flex Benefits	288.19
6/10/2016	JE1995	Nationwide p/d 6/10/16	432.79
6/10/2016	JE1995	Nationwide p/d 6/10/16	3,355.00
6/10/2016	JE1996	ICMA Roth p/d 6/10/16	170.00
6/10/2016	JE1997	ICMA p/d 6/10/16	238.69
6/10/2016	JE1998	OMRF p/d 6/10/16	14,226.30
6/10/2016	JE1998	OMRF p/d 6/10/16	400.92
6/10/2016	JE1999	Child Supp Pmt Bi-wkly p/d 6/10/16	873.77
6/10/2016	JE1999	Child Supp Pmt Bi-wkly p/d 6/10/16	147.29
6/10/2016	JE2001	Federal Tax p/d 6/10/16 Fire & Police	30,009.77
6/10/2016	JE2002	Federal Tax p/d 6/10/16 General	18,913.85
6/10/2016	JE2004	Payroll p/d 6/10/16 Fire & Police	107,708.37
6/10/2016	JE2005	Payroll p/d 6/10/16 General	52,404.04
6/10/2016	JE2006	State Tax p/d 6/10/16 Fire & Police	4,993.64
6/10/2016	JE2008	State Tax p/d 6/10/16 General	2,696.91
6/7/2016	JE1922	FSA Fees-June Premium	301.00
6/7/2016	JE1971	Health-June Premium	75,109.75
6/7/2016	JE1972	Health-June Premium	37,173.04
6/3/2016	JE1888	Prepaid Flex Benefits	154.73
6/1/2016	JE1889	Reimb-Kasey's EDC course	595.00
6/1/2016	JE1890	Vision-June Premium	765.29
5/31/2016	JE1938	Acct Analys Serv Chg-May	1,583.07
5/31/2016	JE1948	CC Fees-AMS-May	155.39
5/31/2016	JE1952	CC Fees-AmEx-May	4.73
5/27/2016	JE1831	Prepaid Flex Benefits	638.77
5/27/2016	JE1860	Record Rock Fire Wire Pmt April 28 thru May 26	1,470.15
5/27/2016	JE1862	Federal Tax p/d 5/27/16 Fire & Police	29,377.59
5/27/2016	JE1863	Federal Tax p/d 5/27/16 General	18,668.63

**CITY OF SAND SPRINGS  
CITY COUNCIL BILLS  
WIRE TRANSFERS**

**06/27/2016**

5/27/2016 JE1865	State Tax p/d 5/27/16 Fire & Police	4,914.84
5/27/2016 JE1866	State Tax p/d 5/27/16 General	2,239.17
5/27/2016 JE1867	Child Support Pmt Bi-wkly p/d 5/27/16	873.77
5/27/2016 JE1867	Child Support Pmt Bi-wkly p/d 5/27/16	147.29
5/27/2016 JE1869	Payroll p/d 5/27/16 Fire & Police	106,441.85
5/27/2016 JE1870	Payroll p/d 5/27/16 General	51,982.60
5/27/2016 JE1871	ICMA p/d 5/27/16	222.75
5/27/2016 JE1872	ICMA Roth p/d 5/27/16	170.00
5/27/2016 JE1873	Nationwide p/d 5/27/16	427.98
5/27/2016 JE1873	Nationwide p/d 5/27/16	3,355.00
5/27/2016 JE1874	OMRF p/d 5/27/16	14,007.81
5/27/2016 JE1874	OMRF p/d 5/27/16	400.92
5/26/2016 JE1848	Life-June Premium	3,758.85
5/23/2016 JE1830	Delta Dental-June Premium	7,236.08
5/20/2016 JE1807	Prepaid Flex Benefits	908.55
5/20/2016 JE1832	Suntrust Pumper Lease Acct# 405578-June	5,746.59
5/19/2016 JE1820	Payroll p/d 5/13/16 General	54,300.24

**FUND TOTAL                   \$       661,155.86**

**FUND 310 Sinking Fund**

5/25/2016 JE1839	GO Bond Series 2012B Pmt	163,136.25
5/25/2016 JE1840	GO Bond Series 2012A Pmt	288,160.00
5/18/2016 JE1808	GO Bond Series 2006 Pmt	21,311.55

**FUND TOTAL                   \$       472,607.80**

**GRAND TOTAL               \$ 1,133,763.66**

Elizabeth A. Gray

C16B  
Council Correspondence

Subject: FW: Keystone Ancient Forest

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**From:** [mbh05281953@gmail.com](mailto:mbh05281953@gmail.com) [<mailto:mbh05281953@gmail.com>]

**Sent:** Friday, June 17, 2016 5:05 PM

**To:** Grant Gerondale

**Subject:** Keystone Ancient Forest

Good Afternoon!

How can I find out the schedule for opening the Keystone Ancient Forest for hiking in 2017? I would like to plan a trip to include it.

Thank you very much for your help.

Michael Henderson  
Florence, SC

Sent from Windows Mail